

---

**A**

**CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY  
AND RELATED DOCUMENTS**

**ISSUED BY**

**THE GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES  
(AUTHORIZING BODY)**

**ISSUED TO**

**EAGLE'S NEST ACADEMY  
(A PUBLIC SCHOOL ACADEMY)**

**CONFIRMING THE STATUS OF**

**EAGLE'S NEST ACADEMY**

**AS A**

**PUBLIC SCHOOL ACADEMY**

**DATED:  
JULY 1, 2015**

---



## **GENERAL INDEX**

### **Contract Schedules**

- Schedule 1: University Board Resolutions
  - Method of Selection Resolution, dated November 7, 2013
  - Authorization Resolution, dated November 7, 2013
- Schedule 2: Articles of Incorporation
- Schedule 3: Bylaws
- Schedule 4: Fiscal Agent Agreement
- Schedule 5: Master Calendar of Reporting Requirements (MCRR)
- Schedule 6: Information To Be Provided By Academy and Educational Management Company
- Schedule 7: Academy Specific Information & Educational Program
  - Schedule 7-1: Educational Goals and Programs
  - Schedule 7-2: Curriculum
  - Schedule 7-3: Staff Responsibilities
  - Schedule 7-4: Methods of Accountability and Pupil Assessment
  - Schedule 7-5: Academy's Admission Policies and Criteria
  - Schedule 7-6: School Calendar and School Day Schedule
  - Schedule 7-7: Age/Grade Range of Pupils Enrolled
  - Schedule 7-8: Address and Description of Proposed Physical Plant; Lease or Deed for Proposed Site; and Occupancy Certificate



## **TABLE OF CONTENTS**

### **ARTICLE I**

#### **DEFINITIONS**

##### **Section**

Section 1.1	Certain Definitions.....	1
Section 1.2	Schedules .....	3
Section 1.3	Statutory Definitions.....	3
Section 1.4	Application.....	3
Section 1.5	Conflicting Contract Provisions.....	3

### **ARTICLE II**

#### **ROLE OF GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES AS AUTHORIZING BODY**

Section 2.1	University Board Resolutions .....	4
Section 2.2	Method for Monitoring Academy's Compliance With Applicable Law and Performance of its Targeted Educational Outcomes.....	4
Section 2.3	University Board Administrative Fee .....	5
Section 2.4	University Board as Fiscal Agent for the Academy .....	5
Section 2.5	Authorization of Employment .....	5
Section 2.6	Financial Obligations of the Academy Are Separate From the State of Michigan, University Board and the University .....	6
Section 2.7	Academy Has No Power To Obligate or Bind State of Michigan, University Board or the University .....	6
Section 2.8	Authorizing Body Contract Authorization Process .....	6

### **ARTICLE III**

#### **REQUIREMENT THAT ACADEMY ACT SOLELY AS GOVERNMENTAL AGENCY OR ENTITY AND POLITICAL SUBDIVISION**

Section 3.1	Governmental Agency or Entity and Political Subdivision.....	7
Section 3.2	Other Permitted Activities .....	7

### **ARTICLE IV**

#### **PURPOSE**

Section 4.1	Academy's Purpose .....	7
-------------	-------------------------	---



## **ARTICLE V**

### **CORPORATE STRUCTURE OF THE ACADEMY**

Section 5.1	Articles of Incorporation.....	7
Section 5.2	Bylaws.....	7

## **ARTICLE VI**

### **OPERATING REQUIREMENTS**

Section 6.1	Governance Structure.....	8
Section 6.2	Contributions and Fund Raising .....	8
Section 6.3	Educational Goals and Programs .....	8
Section 6.4	Curriculum .....	8
Section 6.5	Methods of Accountability .....	8
Section 6.6	Staff Responsibilities .....	9
Section 6.7	Admission Policy .....	9
Section 6.8	School Calendar/School Day Schedule .....	9
Section 6.9	Age/Grade Range of Pupils Enrolled.....	9
Section 6.10	Annual Financial Audit.....	9
Section 6.11	Address and Description of Proposed Site(s); Process for Expanding Academy's Site Operations.....	9
Section 6.12	Accounting Standards .....	10
Section 6.13	Placement of University Student Interns .....	10
Section 6.14	Disqualified Organizational or Contractual Affiliations.....	10
Section 6.15	Matriculation Agreements .....	11
Section 6.16	Posting of Adequate Yearly Progress (AYP) and Accreditation Status ....	11

## **ARTICLE VII**

### **TUITION PROHIBITED**

Section 7.1	Tuition Prohibited: Fees and Expenses.....	11
-------------	--	----

## **ARTICLE VIII**

### **COMPLIANCE WITH PART 6A OF CODE AND OTHER LAWS**

Section 8.1	Compliance with Part 6a of Code .....	11
Section 8.2	Compliance with State School Aid Act .....	11
Section 8.3	Open Meetings Act .....	11
Section 8.4	Freedom of Information Act .....	11
Section 8.5	Public Employees Relations Act.....	12
Section 8.6	Prevailing Wage on State Contracts .....	12
Section 8.7	Uniform Budgeting and Accounting Act.....	12
Section 8.8	Revised Municipal Finance Act of 2001 .....	12
Section 8.9	Non-discrimination .....	12



Section 8.10	Other State Laws .....	12
Section 8.11	Federal Laws .....	12

## **ARTICLE IX**

### **AMENDMENT**

Section 9.1	Process for Amending the Contract .....	12
Section 9.2	Process for Amending Academy Articles of Incorporation.....	13
Section 9.3	Process for Amending Academy Bylaws .....	13
Section 9.4	Change in Existing Law .....	13

## **ARTICLE X**

### **TERMINATION, SUSPENSION AND REVOCATION**

Section 10.1	Grounds and Procedures for Academy Termination of Contract .....	13
Section 10.2	Termination by University Board .....	14
Section 10.3	Contract Suspension.....	15
Section 10.4	Statutory Grounds for Revocation .....	15
Section 10.5	Other Grounds for University Board Revocation .....	16
Section 10.6	University Board Procedures for Revoking Contract .....	17
Section 10.7	Automatic Revocation by State of Michigan.....	19
Section 10.8	Material Breach of Contract.....	20
Section 10.9	Appointment of Conservator/Trustee .....	20

## **ARTICLE XI**

### **PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES**

Section 11.1	Grand Valley State University Faculty Employment in the Academy .....	21
Section 11.2	The Academy Faculty Appointment to Grand Valley State University Faculty.....	21
Section 11.3	Student Conduct and Discipline.....	21
Section 11.4	Insurance .....	21
Section 11.5	Transportation .....	22
Section 11.6	Extracurricular Activities and Interscholastic Sports .....	22
Section 11.7	Legal Liabilities and Covenants Not to Sue .....	22
Section 11.8	Lease or Deed for Proposed Single Site(s) .....	23
Section 11.9	Occupancy and Safety Certificates .....	23
Section 11.10	Deposit of Public Funds by the Academy.....	23
Section 11.11	Educational Service Provider Agreements .....	23
Section 11.12	Required Provisions for Educational Service Provider Agreements .....	23
Section 11.13	Incompatible Public Offices and Conflicts of Interest Statutes .....	24
Section 11.14	Certain Familial Relationships Prohibited .....	25
Section 11.15	Dual Employment Positions Prohibited.....	25



Section 11.16	Oath of Public Office .....	25
Section 11.17	Information Available to the Public and University .....	25
Section 11.18	Authorizing Body Invitation to Apply to Convert Academy to School of Excellence .....	25

## ARTICLE XIII

### GENERAL TERMS

Section 12.1	Notices .....	26
Section 12.2	Severability .....	26
Section 12.3	Successors and Assigns.....	26
Section 12.4	Entire Contract.....	26
Section 12.5	Assignment .....	26
Section 12.6	Non-Waiver.....	27
Section 12.7	Indemnification .....	27
Section 12.8	Construction.....	27
Section 12.9	Force Majeure .....	27
Section 12.10	No Third Party Rights .....	27
Section 12.11	Non-agency .....	27
Section 12.12	Governing Law .....	28
Section 12.13	Counterparts.....	28
Section 12.14	Term of Contract.....	28
Section 12.15	Survival of Provisions.....	29
Section 12.16	Termination of Responsibilities.....	29
Section 12.17	Disposition of Academy Assets Upon Termination or Revocation of Contract.....	29

[INTENTIONALLY LEFT BLANK]



## Contract to Charter a Public School Academy

Pursuant to Part 6a of the Revised School Code (“Code”), being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the Grand Valley State University Board of Trustees (“University Board”) issues a contract to Eagle’s Nest Academy (the “Academy”), to be effective July 1, 2015, confirming the Academy’s status as a public school academy in this State. The Parties agree that the issuance of this Contract is subject to the following Terms and Conditions:

### ARTICLE I

#### DEFINITIONS

Section 1.1. Certain Definitions. For purposes of this Contract, and in addition to the terms defined throughout this Contract, each of the following words or expressions, whenever capitalized, shall have the meaning set forth in this section:

- a) **Academy** means the Michigan non-profit corporation authorized by this Contract.
- b) **Academy Board** means the Board of Directors of the Academy authorized by this Contract. **Academy Board member** or **Academy Director** means an individual who is a member of the Academy Board, whether in the past, present or future.
- c) **Applicable Law** means all state and federal law applicable to public school academies.
- d) **Applicant** means the person or entity that submitted the public school academy application to the University for the establishment of the Academy.
- e) **Application** means the public school academy application and supporting documentation submitted to the University for the establishment of the Academy.
- f) **Authorization Resolution** means the resolution adopted by the Grand Valley State University Board of Trustees approving the issuance of a Contract.
- g) **Charter School** means public school academy.
- h) **Code** means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws.
- i) **Contract** means, in addition to the definitions set forth in the Code, the Terms and Conditions and the Schedules.
- j) **Educational Service Provider or “ESP”** means an educational management organization as defined under section 503c of the Code, MCL 380.503c, that



has entered into a contract or agreement with the Academy Board for operation or management of the Academy, which contract has been submitted to the University Charter Schools Office Director for review as provided in Section 11.11 and has not been disapproved by the University Charter Schools Office Director, and is consistent with the Charter Schools Office Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.

- k) **Fund Balance Deficit** means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing from, or monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- l) **Management Agreement or ESP Agreement** means an agreement as defined under section 503c of the Code, MCL 380.503c that has been entered into between an ESP and the Academy Board for operation and/or management of the Academy, which has been submitted to the University Charter Schools Office Director for review as provided in Section 11.11 and has not been disapproved by the University Charter Schools Office Director, and is consistent with the CSO Educational Service Provider Policies as they may be amended from time to time, and Applicable Law.
- m) **Master Calendar of Reporting Requirements (MCRR)** means the compliance certification duties required of the Academy by the University Board. The University Charter Schools Office may amend the MCRR each fiscal year or at other times as deemed appropriate by the University President. These changes shall be automatically incorporated into the Contract and shall be exempt from the Contract amendment procedures under Article IX of these Terms and Conditions.
- n) **Method of Selection Resolution** means the resolution adopted by the University Board providing for the method of selection, length of term, number of members, qualification of Board Academy members and other pertinent provisions relating to the Academy Board.
- o) **Resolution** means any resolution adopted by the Grand Valley State University Board of Trustees.
- p) **Schedules** mean the schedules incorporated into and part of the Terms and Conditions.



- q) **Terms and Conditions** means this document entitled Terms and Conditions of Contract issued by the Grand Valley State University Board of Trustees.
- r) **University** means Grand Valley State University established pursuant to Article VIII, Sections 4 and 6 of the 1963 Michigan Constitution and MCL 390.841 *et seq.*
- s) **University Board** means the Grand Valley State University Board of Trustees.
- t) **University Charter Schools Hearing Panel** or **Hearing Panel** means such person(s) as designated by the University President.
- u) **University Charter Schools Office** or **CSO** means the office the University Board, by issuance of this Contract, hereby designates as the point of contact for public school academy applicants and public school academies authorized by the University Board. The University Charter Schools Office is also responsible for managing, implementing, and overseeing the University Board's responsibilities with respect to the Contract.
- v) **University Charter Schools Office Director** or **CSO Director** means the person designated by the University President to administer the operations of the University Charter Schools Office.
- w) **University President** means the President of Grand Valley State University or his or her designee.

Section 1.2. Schedules. All Schedules to this Contract are part of this Contract.

Section 1.3. Statutory Definitions. Statutory terms defined in the Code shall have the same meaning in this Contract.

Section 1.4. Application. The Application submitted to the University Board for the establishment of the Academy is incorporated into, and made part of, this Contract. In the event that there is an inconsistency or dispute between materials in the Application and the Contract, the language or provisions in the Contract shall control.

Section 1.5. Conflicting Contract Provisions. In the event that there is a conflict between the language contained in the provisions of this Contract, the Contract shall be interpreted as follows: (i) the Method of Selection Resolution shall control over any other conflicting language in the Contract; (ii) the Authorizing Resolution shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution; (iii) the Terms and Conditions shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution and the Authorizing Resolution; and (iv) the Articles of Incorporation shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution, Authorizing Resolution and these Terms and Conditions.



## ARTICLE II

### **ROLE OF GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES AS AUTHORIZING BODY**

Section 2.1. University Board Resolutions. For purposes of this Contract, the University Board has adopted the following resolutions:

(a) Method of Selection Resolution. The University Board has adopted the Method of Selection Resolution, which is incorporated into this Contract as part of Schedule 1. At anytime and at its sole discretion, the University Board may amend the Method of Selection Resolution. Upon University Board approval, changes to the Method of Selection Resolution shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of the Terms and Conditions.

(b) Authorizing Resolutions. The University Board has adopted the Authorizing Resolution, which is incorporated into this Contract as part of Schedule 1.

Section 2.2. Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes. The University Board has the responsibility to oversee the Academy's compliance with the Contract and all Applicable Law. The Academy shall perform the compliance certification duties required by the University Board as outlined in the Contract incorporated into this Contract as Schedule 5. Additionally, the Academy shall be responsible for the following:

- a) In the event that the University President determines that the Academy's educational outcomes should be reviewed to help determine if the Academy is meeting the educational goals set forth in the Schedules, the University President, at his or her discretion, may require an objective evaluation of student performances by an educational consultant, acceptable to both the Academy and the University President. The Academy shall pay for the expense of the evaluation. In addition, at any time, the University President may require an evaluation of student performance to be selected by and at the expense of the University. The Academy shall cooperate with the evaluation, including any student testing required.
- b) Within ten (10) days of receipt, the Academy shall notify the University Charter Schools Office of correspondence received from the Department of Education or State Board of Education that requires a written or formal response.
- c) Within ten (10) days of receipt, the Academy shall report to the University Charter Schools Office and the University Counsel Office any litigation or formal proceedings alleging violation of Applicable Law or contractual agreement against the Academy, its officers, employees, agents, and/or contractors.
- d) The Academy shall permit review of the Academy's records and inspection of its premises at any time by representatives of the University. Normally, such inspections



shall occur during the Academy's hours of operation and after advance notice to the Academy.

- e) The Academy shall provide the Charter Schools Office with copies of reports and assessments concerning the educational outcomes achieved by pupils attending the Academy and shall provide necessary approvals for the Charter Schools Office to access electronic information received or stored by the State of Michigan including, but not limited to, the Department of Education or other agency authorized by the State to collect school data.
- f) The Academy shall submit audited financial statements, including auditor's management letters and any exceptions noted by the auditors, to the University Charter Schools Office. The financial statements and auditor's management letters shall be submitted to the University Charter Schools Office within ninety (90) days after the end of the Academy's fiscal year.
- g) The Academy shall provide the University Charter Schools Office with a copy of the proposed annual budget for the upcoming fiscal year of the Academy no later than July 1st. The Academy Board is responsible for establishing, approving and amending the annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.*, and for providing all amendments and revisions to the University Charter Schools Office following Academy Board approval.
- h) The Academy shall provide to the University Charter Schools Office minutes of all Academy Board meetings no later than fourteen (14) days after such meeting.

Section 2.3. University Board Administrative Fee. During the term of this Contract, the Academy shall pay the University Board an administrative fee of 3% of the state school aid payments received by the Academy. For purposes of this Contract, state school aid payments received by the Academy in July and August in any given year shall be deemed to have been received by the Academy during the Contract term. This fee shall be retained by the University Board from each state school aid payment received by the University Board for forwarding to the Academy. This fee shall compensate the University Board for issuing the Contract and overseeing the Academy's compliance with the Contract and all Applicable Law.

Section 2.4. University Board as Fiscal Agent for the Academy. The University Board is the fiscal agent for the Academy. The University Board shall, within three (3) business days, forward to the Academy all state school aid funds or other public or private funds received by the University Board for the benefit of the Academy. The University Board shall retain any amount owed to the University Board by the Academy pursuant to this Contract. For purposes of this section, the responsibilities of the University Board, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 4.

Section 2.5. Authorization of Employment. The Academy may employ or contract with personnel. If the Academy contracts for personnel with an Educational Service Provider, the Academy shall submit a draft of the proposed agreement to the University Charter Schools



Office for review. The University Charter Schools Office may disapprove the proposed agreement if it contains provisions in violation of this Contract or Applicable Law. No ESP agreement shall be effective unless and until the agreement complies with Section 11.12 of these Terms and Conditions. With respect to Academy employees, the Academy shall have the power and responsibility to (i) select and engage employees; (ii) pay their wages; (iii) dismiss employees; and (iv) control the employees' conduct, including the method by which the employee carries out his or her work. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of the University for any purpose. The Academy Board shall prohibit any individual from being employed by the Academy, an ESP, or an employee leasing company involved in the operation of the Academy, in more than one (1) full-time position and simultaneously being compensated at a full-time rate for each of these positions. The Academy shall be responsible for carrying worker's compensation insurance and unemployment insurance for its employees.

Section 2.6. Financial Obligations of the Academy are Separate from the State of Michigan, University Board and the University. Any contract, mortgage, loan or other instrument of indebtedness entered into by the Academy and a third party shall not in any way constitute an obligation, either general, special, or moral, of the State of Michigan, the University Board, or the University. Neither the full faith and credit nor the taxing power of the State of Michigan or any agency of the State, nor the full faith and credit of the University Board or the University shall ever be assigned or pledged for the payment of any Academy contract, agreement, note, mortgage, loan or other instrument of indebtedness.

Section 2.7. Academy Has No Power to Obligate or Bind State of Michigan, University Board or the University. The Academy has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan, University Board or the University, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the State of Michigan, University Board or the University in any way guarantee, are financially obligated, or are in any way responsible for any contract, agreement, note, mortgage, loan or other instrument of indebtedness entered into by the Academy.

Section 2.8. Authorizing Body Contract Authorization Process. Pursuant to the Code, the University Board is not required to issue a contract to the Academy. This Contract is for a fixed term and will terminate at that end of the Contract term set forth in Section 12.14 without any further action of either the Academy or the University Board. Prior to the end of the Contract term, the University Board shall provide a description of the process and standards by which the Academy may be considered for the issuance of a new contract. The timeline for consideration of whether to issue a new contract to the Academy shall be solely determined by the University Board. The standards for issuance of a new contract shall include increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria established by the University Board as the most important factor of whether to issue or not issue a new contract. The University Board, at its sole discretion, may change its process and standards for issuance of a contract at anytime, and any such changes shall take effect automatically without the need for any amendment to this Contract. Consistent with the Code, the University Board may elect, at its sole discretion, not to consider the issuance of a contract,



consider reauthorization of the Academy and elect not to issue a contract, or consider reauthorization of the Academy and issue a contract for a fixed term.

### **ARTICLE III**

#### **REQUIREMENT THAT ACADEMY ACT SOLELY AS GOVERNMENTAL AGENCY OR ENTITY AND POLITICAL SUBDIVISION**

Section 3.1. Governmental Agency or Entity and Political Subdivision. The Academy shall act exclusively as a governmental agency or entity and political subdivision.

Section 3.2. Other Permitted Activities. Nothing in this Contract shall prohibit the Academy from engaging in other lawful activities that are not in derogation of the Academy's status as a public school or that would not jeopardize the eligibility of the Academy for state school aid funds. Subject to Section 2.5 and Section 6.15 of the Terms and Conditions, the Academy may enter into agreements with other public schools, public school academies, governmental units, businesses, community and nonprofit organizations where such agreements contribute to the effectiveness of the Academy or advance education in this state.

### **ARTICLE IV**

#### **PURPOSE**

Section 4.1. Academy's Purpose. The Academy Board shall identify the purpose or mission of the Academy. Any subsequent changes to the Academy's purpose or mission shall be carried out by amendment in accordance with Article IX of these Terms and Conditions. The Academy's stated purpose or mission shall be set forth in the Schedules.

### **ARTICLE V**

#### **CORPORATE STRUCTURE OF THE ACADEMY**

Section 5.1. Articles of Incorporation. Unless amended pursuant to Section 9.2 of Article IX herein, the Articles of Incorporation of the Academy, as set forth in Schedule 2, shall be the Articles of Incorporation of the Academy. The Academy Board represents to the University Board that Schedule 2 includes all amendments to the Academy's Articles of Incorporation as of the date set forth above.

Section 5.2. Bylaws. Unless amended pursuant to Section 9.3 of Article IX herein, the Bylaws of the Academy, as set forth in Schedule 3, shall be the Bylaws of the Academy. The Academy Board represents to the University Board that Schedule 3 includes all amendments to the Academy's Bylaws as of the date set forth above.



## ARTICLE VI

### OPERATING REQUIREMENTS

Section 6.1. Governance Structure. The Academy shall be organized and administered under the direction of the Academy Board and pursuant to the governance structure as set forth in its Bylaws. The Academy's Board of Directors shall meet at least six times per fiscal year, unless another schedule is mutually agreed upon by the University President and the Academy.

Section 6.2. Contributions and Fund Raising. The Academy may solicit and receive contributions and donations as permitted by law. No solicitation shall indicate that a contribution to the Academy is for the benefit of the University. The University shall not be required to receive any contributions or donations for the benefit of the Academy. If the University receives contributions or donations for the benefit of the Academy, it shall forward such funds to the Academy within three (3) business days of receipt.

Section 6.3. Educational Goals and Programs. The Academy shall pursue the educational goals and programs identified and contained in the Schedules. The educational goals shall include demonstrated improved pupil academic achievement for all groups of pupils. Such goals and programs may be amended pursuant to Section 9.1 of Article IX of the Terms and Conditions. Upon request, the Academy shall provide the University Charter Schools Office with a written report, along with supporting data, assessing the Academy's progress toward achieving its goal(s).

Section 6.4. Curriculum. The Academy shall have flexibility in developing, realigning, and implementing the curriculum identified in the Schedules. Any changes to the curricula shall be administered pursuant to Section 9.1 of Article IX of the Terms and Conditions, and such proposed curricula shall be designed to achieve the Academy's overall educational goals and State's educational assessment objectives.

Section 6.5. Methods of Accountability. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the Michigan Education Assessment Program (MEAP) test or the Michigan Merit Examination (MME) designated under the Code. The Academy shall provide the University Charter Schools Office with copies of reports, assessments and test results concerning the following:

- a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the University Charter Schools Office;
- b) an assessment of the Academy's student performance at the end of each academic school year or at such other times as the University Board may reasonably request;
- c) an annual education report in accordance with the Code;



- d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration or a program of testing approved by the University Charter Schools Office Director; and
- e) all tests required under Applicable Law.

The University Board may use such reports, assessments and test results in making its decision to suspend, terminate, or not issue a new contract at the end of the Contract, or revoke the Contract.

Section 6.6. Staff Responsibilities. Subject to Section 2.5 Article II of the Terms and Conditions, the University Board authorizes the Academy to employ or contract with an Educational Service Provider. A copy of the ESP agreement shall be included in the Schedules.

Section 6.7. Admission Policy. The Academy shall comply with all application, enrollment and admissions policies and criteria required by Applicable Law. A copy of the Academy's admission policies and criteria are set forth in the Schedules. With respect to the Academy's pupil admissions process, the Academy shall provide any documentation or information requested by the University Charter Schools Office that demonstrates the following:

- a) the Academy has made a reasonable effort to advertise its enrollment efforts to all pupils; and
- b) the Academy's open enrollment period was for a duration of at least 2 weeks and permitted the enrollment of pupils by parents at times in the evening and on weekends.

Section 6.8. School Calendar/School Day Schedule. The Academy shall comply with all minimum standards governing the length of the school term, minimum number of days and hours of instruction required by Applicable Law. The Academy agrees to make available to the CSO Office a copy of the School Calendar/School Day Schedule for each academic school year no later than July 1<sup>st</sup>. A copy of the School Calendar/School Day Schedule shall be automatically incorporated into the Schedules, without the need for an amendment under Article IX of the Terms and Conditions.

Section 6.9. Age/Grade Range of Pupils Enrolled. The Academy is authorized to operate Kindergarten through Sixth grade(s). The Academy may add additional grades and vocational programs in the future, pursuant to Section 9.1 of Article IX of the Terms and Conditions.

Section 6.10. Annual Financial Audit. The Academy shall conduct an annual financial audit prepared and reviewed by an independent certified public accountant in accordance with generally accepted governmental auditing principles. The Academy shall submit the annual financial statement audit and auditor's management letter to the Charter Schools Office in accordance with the MCRR. The Academy Board shall provide to the Charter Schools Office a copy of any responses to the auditor's management letter in accordance with the MCRR.

Section 6.11. Address and Description of Proposed Site(s); Process for Expanding Academy's Site Operations. The proposed address and physical plant description of the



Academy's proposed site or sites is set forth in Schedule 7-8. Following Academy Board and University Board approval, proposed changes to the address and description of any site or sites shall be incorporated into this Contract by amendment. With the approval of the University Board, the Academy Board may operate the same configuration of age or grade levels at more than one (1) site if each configuration of age or grade levels and each site identified in Schedule 7-8 are under the direction and control of the Academy Board.

The University Board's process for evaluating and approving the same configuration of age or grade levels at more than one (1) site is as follows:

By formal resolution, the Academy Board may request the authority to operate the same configuration of age or grade levels at more than one site. The Academy Board shall submit to the University Charter Schools Office an application for site expansion, in a form or manner determined by the University Charter Schools Office. The application for site expansion shall include all information requested by the University Charter Schools Office, including detailed information about the site, revised budget, renovation and site improvement costs, the Academy's proposed operations at the site, and the information provided in Contract Schedules 7-8. Upon receipt of a complete application for site expansion, the University Charter Schools Office shall review the application for site expansion and make a recommendation to the University Board on whether the Academy's request for site expansion should be approved. A positive recommendation by the University Charter Schools Office of the application for site expansion shall include a determination by the Charter Schools Office that the Academy is operating in compliance with the Contract and is making measureable progress toward meeting the Academy's educational goals. The University Board may consider the Academy Board's site expansion request following submission by the University Charter Schools Office of a positive recommendation.

If the University Board approves the Academy Board's site expansion request, the Contract shall be amended in accordance with Article IX of these Terms and Conditions. The University Board reserves the right to modify, reject, or approve any application for site expansion in its sole and absolute discretion.

Section 6.12. Accounting Standards. The Academy shall at all times comply with generally accepted public sector accounting principles, and accounting system requirements that comply with Applicable Law.

Section 6.13. Placement of University Student Interns. The Academy may be a placement site for University students who are in education or other pre-professionals in training to serve in public schools. Such placement shall be without charge to the University and subject to other terms and conditions as the Academy and the University agree.

Section 6.14. Disqualified Organizational or Contractual Affiliations. The Academy shall comply with all state and federal law applicable to public schools concerning church-state issues. To the extent disqualified under the state or federal constitutions, the Academy shall not be organized by a church or other religious organization and shall not have any organizational or contractual affiliation with or constitute a church or other religious organization. Nothing in this



Section shall be deemed to diminish or enlarge the civil and political rights, privileges and capacities of any person on account of his or her religious belief.

Section 6.15. Matriculation Agreements. Before the Academy Board approves a matriculation agreement with another public school, the Academy shall provide a draft copy of the agreement to the University Charter Schools Office for review. Any matriculation agreement entered into by the Academy shall be added to the Schedules through a contract amendment approved in accordance with the Contract. Until the matriculation agreement is incorporated into the Contract, the Academy is prohibited from granting an enrollment priority to any student pursuant to that matriculation agreement.

Section 6.16. Posting of Adequate Yearly Progress (AYP) and Accreditation Status. The Academy shall post notices to the Academy's homepage of its website disclosing the adequate yearly progress status and accreditation status of each school in accordance with section 1280E of the Code, MCL 380.1280E.

## **ARTICLE VII**

### **TUITION PROHIBITED**

Section 7.1. Tuition Prohibited: Fees and Expenses. The Academy shall not charge tuition. The Academy may impose fees and require payment of expenses for activities of the Academy where such fees and payments are not prohibited by law.

## **ARTICLE VIII**

### **COMPLIANCE WITH PART 6A OF THE CODE AND OTHER LAWS**

Section 8.1. Compliance with Part 6a of the Code. The Academy shall comply with Part 6a of the Code.

Section 8.2. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, the Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended from time to time. The Academy may expend funds from the State School Aid Act for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.

Section 8.3. Open Meetings Act. Pursuant to Section 503(6)(a) of the Code, the Academy Board shall conduct all of its meetings in accordance with the Michigan Open Meetings Act, Act No. 267 of the Public Acts of 1976, as amended, being Sections 15.261 to 15.275 of the Michigan Compiled Laws.

Section 8.4. Freedom of Information Act. Pursuant to Section 503(6)(b) of the Code, the records of the Academy shall be records subject to the provisions of the Michigan Freedom of Information Act ("FOIA"), Act No. 442 of the Public Acts of 1976, as amended, being Sections 15.231 to 15.246 of the Michigan Compiled Laws. The Academy Board shall designate



a freedom of information coordinator to assure compliance with FOIA and other applicable law providing for public disclosure or for protection of privacy.

Section 8.5. Public Employees Relation Act. Pursuant to Section 503(6)(c) of the Code, the Academy shall comply with Act No. 336 of the Public Acts of 1947, being Sections 423.201 to 423.217 of the Michigan Compiled Laws. Organizational efforts and collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.

Section 8.6. Prevailing Wage on State Contracts. The Academy shall comply with the Prevailing Wage on State Contracts statute, Act No. 166 of the Public Acts of 1965, being Sections 408.551 to 408.558 of the Michigan Compiled Laws.

Section 8.7. Uniform Budgeting and Accounting Act. The Academy shall comply with the Uniform Budgeting and Accounting Act, Act No. 2 of the Public Acts of 1968, being MCL 141.421 to 141.440a.

Section 8.8. Revised Municipal Finance Act of 2001. With respect to the Academy's borrowing money and issuance of bonds, the Academy shall comply with section 1351a of the Code and Part VI of the Revised Municipal Finance Act of 2001, Act No. 34 of the Public Acts of 2001, being MCL 141.2601 to 141.2613 of the Michigan Compiled Laws, except that the borrowing of money and issuance of bonds by the Academy is not subject to section 1351a(4) or section 1351(2) to (4) of the Code. Bonds issued by the Academy are subject to the revised municipal finance act, 2001 PA 34, MCL 141.2101 to 141.2821.

Section 8.9. Non-discrimination. The Academy shall be separately responsible for compliance with applicable laws pertaining to equal opportunity and anti-discrimination laws such as the Elliott-Larsen Civil Rights Act, Act No. 453 of the Public Acts of 1976, as amended, being MCL 37.2101 to 37.2804, the Michigan Handicappers' Civil Rights Act, Act No. 22 of the Public Acts of 1976, as amended, being MCL 37.1101 to 37.1607, and Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC & 12101 *et seq.* or any successor law.

Section 8.10. Other State Laws. The Academy shall comply with other state laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state law to the Academy.

Section 8.11. Federal Laws. The Academy shall comply with federal laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other federal law to the Academy.

## **ARTICLE IX**

### **AMENDMENT**

Section 9.1. Process for Amending the Contract. Either party may propose changes in this Contract or may propose a meeting to discuss potential revision of this Contract. Except as provided in Sections 2.1, 5.1 and 6.11, the University Board delegates to its University President



the review and approval of changes or amendments to this Contract. The Academy Board may delegate the same authority to the Academy Board President. The Contract shall be amended upon agreement and approval of the respective authorized designees.

Section 9.2. Process for Amending Academy Articles of Incorporation. The Academy Board, or any authorized designee of the Academy Board, may propose changes to the Academy's Articles of Incorporation. The Academy shall be authorized to make such changes to its Articles upon a majority vote of the University Board members attending a University Board meeting. Upon University Board approval, the Academy Board's authorized designee is authorized to file the amendment to the Academy's Articles of Incorporation with the appropriate state agency. Upon receipt of the filed amendment, the Academy shall forward the filed amendment to the University Charter Schools Office. The filed amendment shall be automatically incorporated into Schedule 2 of this Contract upon receipt of the amendment by the University Charter Schools Office. If the University identifies a provision in the Articles of Incorporation that violates or conflicts with this Contract, due to a change in law or other reason, after approval has been given, it shall notify the Academy Board in writing and the Academy Board shall amend the Articles of Incorporation to make them consistent with the Contract. If the change is requested by the University, the University shall reimburse the Academy for the filing fees payable to the Michigan Department of Labor and Economic Growth.

Section 9.3. Process for Amending Academy Bylaws. The Academy Board shall submit proposed Bylaw changes to the Charter Schools Office, for review and comment, at least thirty (30) days prior to Academy Board adoption. The Academy's Bylaws, and any subsequent or proposed changes to the Academy's Bylaws, shall not violate or conflict with the Contract. If at any time the University identifies a provision in the Academy Board's Bylaws that violates or conflicts with Applicable Law or this Contract, the Academy Board's Bylaws shall be automatically void and the Academy Board shall amend the identified provision to be consistent with Applicable Law and the Contract. The amendment shall be automatically incorporated into Schedule 3 of the Contract upon receipt by the University Charter Schools Office of a duly authorized Academy Board Bylaw change made in accordance with this Section 9.3.

Section 9.4. Change in Existing Law. If, after the effective date of this Contract, there is a change in Applicable Law, which alters or amends the responsibilities and obligations of either the Academy or the University Board, this Contract shall be altered or amended to reflect the change in existing laws as of the effective date of such change. To the extent possible, the responsibilities and obligations of the Academy and the University Board shall conform to and be carried out in accordance with the change in Applicable Law.

## **ARTICLE X**

### **TERMINATION, SUSPENSION AND REVOCATION**

Section 10.1. Grounds and Procedures for Academy Termination of Contract. At anytime and for any reason, the Academy Board may terminate this Contract. The Academy Board shall notify the CSO Director in writing of the request for the termination of the Contract not less than ten (10) calendar months in advance of the effective date of termination. The



University Board, in its sole discretion, may waive the ten (10) month requirement. A copy of the Academy Board's resolution approving the Contract termination, including a summary of the reasons for terminating the Contract, shall be included with the written termination request.

Section 10.2. Termination by University Board. The University Board may terminate this Contract before the end of the Contract Term as follows:

(a) Termination Without Cause. Except as otherwise provided in subsections (b), (c) or (d), the University Board, in its sole discretion, reserves the right to terminate this Contract before the end of the Contract Term for any reason provided that such termination shall not take place less than ten (10) calendar months from the date of the University Board's resolution approving such termination. The Charter Schools Office shall provide notice of the termination to the Academy. If during the period between the University Board's action to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the University Board may elect to initiate suspension or revocation of the Contract as set forth in this Article X.

(b) Termination Caused by Change in Applicable Law. Following issuance of this Contract, if there is a change in Applicable Law that the University Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the University Board to make changes in the Contract that are not in the best interest of the University Board or the University, then the University Board may terminate the Contract at the end of the Academy's school fiscal year in which the University Board's decision to terminate is adopted. For purposes of this section, a change in Applicable Law includes without limitation the following:

(i) the issuance of an order by the Superintendent of Public Instruction, pursuant to Section 1280c of the Code, placing the Academy under the supervision of the State School Reform/Redesign Officer; or

(ii) the development of, or changes to, a redesign plan by the Academy pursuant to Section 1280c of the Code.

(c) Automatic Termination Caused By Placement of Academy in State School Reform / Redesign School District. If the Academy is notified by the State that the Academy will be placed in the State School Reform/Redesign School District pursuant to Section 1280c of the Code, then the University Board may terminate this Contract at the end of the current school year.

(d) Automatic Termination For Failure to Satisfy Requirements During the Initial Term of Contract. If the Academy fails to satisfy the requirements set forth in Section 12.14 during the initial term of Contract, then this Contract shall automatically terminate on the date set forth in Section 12.14.

The revocation procedures in Section 10.6 shall not apply to a termination of this Contract under this section.



Section 10.3. Contract Suspension. The University Board's process for suspending the Contract is as follows:

- a) University President Action. If the University President determines, in his or her sole discretion, that conditions or circumstances exist that the Academy Board (i) has placed the health or safety of the staff and/or students at risk; (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property; (iii) has lost its right to occupancy of the physical facilities described in Section 6.11, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities; or (iv) has willfully or intentionally violated this Contract or Applicable Law, the University President may immediately suspend the Contract. If the conditions or circumstances involve an alleged violation of Sections 10.5(e) or (f), the University President is authorized to suspend the Contract immediately pending completion of the procedures set forth in Section 10.6. Unless otherwise specified in the suspension notice, the Academy shall cease operations on the date on which the suspension notice is issued. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel if applicable. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.6 shall be expedited as much as possible.
- b) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a decision by the University President to suspend the Contract may be retained by the University Board for the Academy until the Contract is reinstated, or shall be returned to the Michigan Department of Treasury.
- c) Immediate Revocation Proceeding. If the Academy Board, after receiving a Suspension Notice from the University President continues to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may immediately convene a Revocation Hearing in accordance with the procedures set forth in Section 10.6(e) of the Terms and Conditions. The Hearing Panel has the authority to accelerate the time line for revoking the Contract, provided that notice of the revocation hearing shall be provided to the University Charter Schools Office and the Academy Board at least five (5) days before the hearing. If the Hearing Panel determines that the Academy Board has continued to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may recommend revocation of the Contract. The University Board shall proceed to consider the Hearing Panel's recommendation in accordance with Section 10.6(f) through (i).

Section 10.4 Statutory Grounds for Revocation. In addition to the grounds for an automatic revocation of the Contract as set forth in Section 10.7, this Contract may also be revoked by the University Board upon a determination by the University Board, pursuant to the procedures set forth in Section 10.6, that one or more of the following has occurred:

- a) Failure of the Academy to demonstrate improved pupil academic achievement for all groups of pupils or meet the educational goals set forth in this Contract;



- b) Failure of the Academy to comply with all Applicable Law;
- c) Failure of the Academy to meet generally accepted public sector accounting principles and demonstrate sound fiscal stewardship; or
- d) The existence of one or more other grounds for revocation as specified in this Contract.

Section 10.5. Other Grounds for University Board Revocation. In addition to the statutory grounds for revocation set forth in Section 10.4 and the grounds for an automatic revocation of the Contract set forth in Section 10.7, the University Board may revoke this Contract, pursuant to the procedures set forth in Section 10.6, upon a determination that one or more of the following has occurred:

- a) The Academy is insolvent, has been adjudged bankrupt, or has operated for one or more school fiscal year(s) with a Fund Balance Deficit;
- b) The Academy has insufficient enrollment to successfully operate the Academy, or the Academy has lost more than twenty-five percent (25%) of its student enrollment from the previous school year;
- c) The Academy defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract;
- d) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Labor and Economic Growth, Bureau of Commercial Services, without first obtaining University Board approval;
- e) The University Board discovers grossly negligent, fraudulent or criminal conduct by the Applicant, the Academy's directors, officers, employees or agents in relation to their performance under this Contract;
- f) The Applicant, the Academy's directors, officers or employees have provided false or misleading information or documentation to the University Board in connection with the University Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law;
- g) The Academy violates the site restrictions set forth in the Contract or the Academy operates at a site or sites without the prior written authorization of the University Board; or
- h) The University Board, its trustees, officers, employees, agents or representatives are not included as third party beneficiaries under any educational management agreement entered into by the Academy for purposes of indemnifying such parties in accordance with Section 11.11 of the Terms and Conditions.



Section 10.6. University Board Procedures for Revoking Contract. Except for the automatic revocation process set forth in Section 10.7 or the termination of Contract by the University Board in Section 10.2, the University Board's process for revoking the Contract is as follows:

- a) Notice of Intent to Revoke. The CSO Director or other University representative, upon reasonable belief that such grounds for revocation of the Contract exist, shall notify the Academy Board of such grounds by issuing the Academy Board a Notice of Intent to Revoke for non-compliance with the Contract or Applicable Law. The Notice of Intent to Revoke shall be in writing and shall set forth in sufficient detail the alleged grounds for revocation.
- b) Academy Board's Response. Within thirty (30) days of receipt of the Notice of Intent to Revoke, the Academy Board shall respond in writing to the alleged grounds for revocation. The Academy Board's response shall be addressed to the CSO Director, and shall either admit or deny the allegations of non-compliance. If the Academy's response includes admissions of non-compliance with the Contract or Applicable Law, the Academy Board's response must also contain a description of the Academy Board's plan and time line for correcting the non-compliance with the Contract or Applicable Law. If the Academy's response includes a denial of non-compliance with the Contract or Applicable Law, the Academy's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this section shall be deemed to be non-responsive. As part of its response, the Academy Board may request that a meeting be scheduled with the CSO Director prior to a review of the Academy Board's response.
- c) Plan of Correction. Within fifteen (15) days of receipt of the Academy Board's response or after a meeting with Academy Board representatives, whichever is sooner, the CSO Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the CSO Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the CSO Director shall develop a plan for correcting the non-compliance ("Plan of Correction"). In developing a Plan of Correction, the CSO Director is permitted to adopt, modify or reject some or all of the Academy Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be withdrawn if the CSO Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has been corrected by the Academy Board; or (iii) the Academy Board has successfully completed the Plan of Correction. In the event the Notice of Intent to Revoke is withdrawn, the CSO Director shall notify the Academy Board, in writing, of such withdrawal.
- d) Plan of Correction May Include Conditions to Satisfy University Board's Contract Reconstitution Obligation. As part of the Plan of Correction, the CSO Director may reconstitute the Academy in an effort to improve student educational performance



and to avoid interruption of the educational process. An attempt to improve student educational performance may include, but is not limited to, one of the following actions: (i) removal of 1 or more members of the Academy Board members; (ii) termination of at-will board appointments of 1 or more Academy Board members; (iii) withdrawal of the Academy's authorization to contract with an ESP; or (iv) the appointment of a new Academy Board of directors or a conservator/trustee to take over operations of the Academy. The University Charter Schools Office shall notify the Superintendent of Public Instruction of any Plan of Correction that includes a reconstitution of the Academy to ensure that the Academy is not included on the list of school buildings subject to automatic closure under section 1280c of the Code.

- e) Request for Revocation Hearing. The CSO Director or other University representative may initiate a revocation hearing before the University Charter Schools Hearing Panel if the CSO Director determines that any of the following has occurred:
- i) the Academy Board has failed to timely respond to the Notice of Intent to Revoke as set forth in Section 10.6(b);
  - ii) the Academy Board's response to the Notice of Intent to Revoke is non-responsive;
  - iii) the Academy Board's response admits violations of the Contract or Applicable Law which the CSO Director deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the CSO Director determines that a Plan of Correction cannot be formulated;
  - iv) the Academy Board's response contains denials that are not supported by sufficient documentation or other evidence showing compliance with the Contract or Applicable Law;
  - v) the Academy Board has not complied with part or all of a Plan of Correction established in Section 10.6(c);
  - vi) the Academy Board has engaged in actions that jeopardize the financial or educational integrity of the Academy; or
  - vii) the Academy Board has been issued multiple or repeated Notices of Intent to Revoke.

The CSO Director or other University representative shall send a copy of the Request for Revocation Hearing to the Academy Board at the same time the request is sent to the Hearing Panel. The Request for Revocation Hearing shall identify the reasons for revoking the Contract.

- f) Hearing before University Charter Schools Hearing Panel. Within thirty (30) days of the date of a Request for Revocation Hearing, the Hearing Panel shall convene a revocation hearing. The Hearing Panel shall provide a copy of the Notice of Hearing to the University Charter Schools Office and the Academy Board at least ten (10) days before the hearing. The purpose of the Hearing Panel is to gather facts surrounding the CSO Director's request for Contract revocation, and to make a recommendation to the University Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the CSO Director or other University Representative. The hearing shall be transcribed by



a court reporter and the cost of the court reporter shall be divided equally between the University and the Academy. The CSO Director or his or her designee, and the Academy Board or its designee, shall each have equal time to make their presentation to the Hearing Panel. Although each party is permitted to submit affidavits and exhibits in support of their positions, the Hearing Panel will not hear testimony from any witnesses for either side. The Hearing Panel, may, however, question the CSO Director and one or more members of the Academy Board. Within thirty (30) days of the Revocation Hearing, the Hearing Panel shall make a recommendation to the University Board concerning the revocation of the Contract. In its discretion, the Hearing Panel may extend any time deadline set forth in this subsection. A copy of the Hearing Panel's recommendation shall be provided to the University Charter Schools Office and the Academy Board at the same time that the recommendation is sent to the University Board.

- g) University Board Decision. If the Hearing Panel's recommendation is submitted to the University Board at least fourteen (14) days before the University Board's next regular meeting, the University Board shall consider the Hearing Panel's recommendation at its next regular meeting and vote on whether to revoke the Contract. The University Board reserves the right to modify, reject or approve all or any part of the Hearing Panel's recommendation. The University Board shall have available copies of the Hearing Panel's recommendation and the transcript of the hearing. The University Board may waive the fourteen (14) day submission requirement or hold a special board meeting to consider the Hearing Panel's recommendation. A copy of the University Board's decision shall be provided to the University Charter Schools Office, the Academy Board and the Michigan Department of Education.
- h) Effective Date of Revocation. If the University Board votes to revoke the Contract, the revocation shall be effective on the date of the University Board's act of revocation, or at a later date as determined by the University Board, but no later than the last day of the Academy's current academic year.
- i) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, may be held by the University Board and returned to the Michigan Department of Treasury.
- j) Disposition of District Code Number. Notwithstanding any other provision of the Contract, after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, the district code number shall remain under the direction and control of the State Board of Education and/or its designated representative.

Section 10.7. Automatic Revocation by State of Michigan. If the University Board is notified by the Superintendent of Public Instruction that the Academy is subject to closure under Part 6a of the Code ("State's Automatic Closure Notice"), and the Academy is currently not



undergoing a reconstitution as part of a Plan of Correction developed under Section 10.6, then this Contract shall automatically be amended to eliminate the Academy's authority to operate certain age and grade levels at the site or sites identified in the State's Automatic Closure Notice. If the State's Automatic Closure Notice includes all of the Academy's existing sites, then this Contract shall automatically be revoked at the end of the current school year in which the notice is received without any further action of the University Board or the Academy. The University Board's revocation procedures set forth in Section 10.6 do not apply to an automatic revocation initiated by the State.

Following receipt of the State's Automatic Closure Notice, the University Charter Schools Office shall forward a copy of the State's Automatic Closure Notice to the Academy Board and request a meeting with Academy Board representatives to discuss the Academy's plans and procedures for the elimination of certain age or grade levels at the identified site or sites, or if all of the Academy's existing sites are included in the State's Automatic Closure Notice, then wind-up and dissolution of the Academy corporation at the end of the current school year. All Academy inquiries and requests for reconsideration of the State's Automatic Revocation Notice shall be directed to the Superintendent of Public Instruction, in a form and manner determined by that office or the Michigan Department of Education.

Section 10.8. Material Breach of Contract. The issuance of an order by the Superintendent of Public Instruction, pursuant to section 1280C of the Code, placing the Academy under the supervision of the State School Reform/ Redesign Officer, shall constitute a material breach of this Contract. Following the issuance of the order, the University Charter Schools Office shall notify the Academy of the material breach and request a meeting with Academy Board representatives to discuss the matter. To remedy the material breach, the Academy shall work toward the development of a corrective action plan that is acceptable to the University Charter Schools Office. In addition to other matters, the corrective action plan shall include the Academy's redesign plan prepared pursuant to section 1280C of the Code. The development of a corrective action plan under this Section 10.8 shall not in any way limit the rights of the University Board to terminate, suspend, or revoke this Contract.

Section 10.9. Appointment of Conservator/Trustee. Notwithstanding any other provision of the Contract, when the University Board determines that conditions or circumstances exist to lead the University Board to believe that the health, safety, educational or economic interest of the Academy or its students is at risk, the University Board may take immediate action against the Academy pending completion of the procedures described in Sections 10.6. The University Board may appoint a conservator/ trustee to manage the day-to-day operations of the Academy in place of the Academy Board. A conservator/ trustee appointed by the University Board shall have all the powers and authority of the Academy Board under this Contract and Applicable Law. Upon the appointment of a conservator/ trustee, the appointment and term of office for each Academy Board member shall cease. If this section has been implemented and the Hearing Panel under Section 10.6 determines the revocation to be appropriate, the revocation shall become effective immediately upon the University Board's decision.



## ARTICLE XI

### PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1. Grand Valley State University Faculty Employment in the Academy. Subject to the ability of the Academy to reach separate agreement on the terms, the Academy is permitted to use University faculty as classroom teachers in any grade.

Section 11.2. The Academy Faculty Appointment to Grand Valley State University Faculty. Nothing in this Contract shall prohibit a member of the Academy faculty from being appointed to or serving as a member of the University faculty.

Section 11.3. Student Conduct and Discipline. The Academy Board shall adopt, abide by and enforce its own set of written policies concerning student conduct and student discipline.

Section 11.4. Insurance. The Academy shall secure and maintain in its own name as the “first named insured” at all times the following insurance coverage:

- a) Property insurance covering all of the Academy’s real and personal property, whether owned or leased;
- b) General/Public Liability with a minimum of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate (Occurrence Form);
- c) Auto Liability (Owned and Non-Owned) with a minimum of one million dollars (\$1,000,000) (Occurrence Form);
- d) Workers’ Compensation or Workers’ Compensation without employees (this is considered minimum premium, “if any” insurance) (statutory limits) and Employers’ Liability insurance with a minimum of one million dollars (\$1,000,000);
- e) Errors & Omissions insurance including Directors & Officers and School Leaders Errors & Omissions Liability insurance with a minimum of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate (Claims Made or Occurrence Form);
- f) Crime including employee dishonesty insurance with a minimum of five hundred thousand dollars (\$500,000);
- g) Employment Practices Liability insurance with a minimum of one million dollars (\$1,000,000) per claim/aggregate (Claims Made or Occurrence Form); and
- h) Umbrella with a minimum \$4,000,000 limit and aggregate. Also, an Umbrella policy with an unlimited aggregate is acceptable at a \$2,000,000 limit.

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The insurance carrier(s) must be an



“A” best rating or better. The Academy may join with other public school academies to obtain insurance if the Academy finds that such an association provides economic advantages to the Academy, provided that each Academy maintains its identity as first named insured.

The Academy shall list the University Board and the University on the insurance policies as an additional insured with primary coverage on insurance coverage listed in (b), (c), (e), and (g) above. The Academy shall have a provision included in all policies requiring notice to the University, at least thirty (30) days in advance, upon termination or non-renewal of the policy or of changes in insurance carrier or policy limit changes. In addition, the Academy shall provide the University President copies of all insurance certificates and endorsements required by this Contract. The Academy shall also provide to the University Charter Schools Office an entire copy of the insurance policies. The Academy may expend funds for payment of the cost of participation in an accident or medical insurance program to insure protection for pupils while attending school or participating in a school program or activity. Other insurance policies and higher minimum may be required depending upon academic offerings and program requirements.

The Academy understands that the University’s insurance carrier periodically reviews the types and amounts of insurance coverage that the Academy must secure in order for the University to maintain insurance coverage for authorization and oversight of the Academy. In the event that the University’s insurance carrier requests additional changes in coverage identified in this Section 11.4, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the University’s insurance carrier within thirty (30) days after notice of the insurance coverage change.

Section 11.5. Transportation. The Academy Board may enter into contract with other school districts or other persons, including municipal and county governments, for the transportation of the Academy students to and from school and for field trips. In addition, the Academy Board may use funds received from state school aid payments to pay for student transportation. In the event that the Academy Board contracts for transportation services, the Academy Board shall ensure that the company providing the transportation services is properly licensed in accordance with Applicable Law, and that the company conducts criminal background and history checks on its drivers and other personnel who have direct contact with pupils in accordance with the Code.

Section 11.6. Extracurricular Activities and Interscholastic Sports. The Academy is authorized to join any organization, association, or league, which has as its objective the promotion and regulation of sport and athletic, oratorical, musical, dramatic, creative arts, or other contests by or between pupils.

Section 11.7. Legal Liabilities and Covenants Not to Sue. The Academy and Academy Board members acknowledge and agree that they have no authority to extend the faith and credit of the University or to enter into a contract that would bind the University. The Academy also is limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy and Academy Board members hereby covenant not to sue the University Board, the University or any of its trustees, officers, employees, agents or representatives for any matters that arise under this



Contract or otherwise. The University does not assume any obligation with respect to any Academy Director, employee, agent, parent, guardian, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the University Board, the University or any of its Trustees, employees, agents, or independent contractors as a result of the issuing, termination or revocation of this Contract.

Section 11.8. Lease or Deed for Proposed Single Site(s). The Academy shall provide to the designee of the University Board copies of its lease or deed for the premises in which the Academy shall operate. A copy of the Academy's lease or deed and site information shall be incorporated into the Schedules.

Section 11.9. Occupancy and Safety Certificates. The Academy Board shall: (i) ensure that all physical facilities comply with all fire, health and safety standards applicable to schools; and (ii) possess the necessary occupancy and safety certificates. The Academy Board shall not conduct classes at any site until the Academy has complied with this Section 11.9. Copies of these certificates shall be incorporated into the Schedules.

Section 11.10. Deposit of Public Funds by the Academy. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of all public or private funds received by the Academy. Such deposit shall be made within three (3) business days after receipt of the funds by the Academy.

Section 11.11. Educational Service Provider Agreements. The Academy may enter into an ESP Agreement with an ESP to contract out its administrative and/or educational functions and personnel. For the purposes of this Contract, an employee leasing agreement shall be considered an ESP Agreement, and an employee leasing company shall be considered an ESP. Prior to entering any ESP Agreement with an ESP, the Academy shall submit a copy of the final draft ESP Agreement to the University charter Schools Office in a form or manner consistent with the ESP policies of the University Charter Schools Office, which are incorporated into and be deemed part of this Contract. The Charter Schools Office may, from time to time during the term of this Contract, amend the ESP policies and the amended policies shall automatically apply to the Academy without any amendment under Article IX of this Contract. The University Charter Schools Office may disapprove the proposed ESP Agreement submitted by the Academy if the ESP Agreement is contrary to this Contract or Applicable Law. Any subsequent amendment to an ESP Agreement shall be submitted for review by the University Charter Schools Office in the same form and manner as a new ESP Agreement.

Section 11.12. Required Provisions for Educational Service Provider Agreements. Any ESP agreement entered into by the Academy must contain the following provisions:

"Indemnification of Grand Valley State University. The parties acknowledge and agree that the Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury,



loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Grand Valley State University, which arise out of or are in any manner connected with Grand Valley State University Board's approval of the Application, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance by Grand Valley State University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy or the ESP, or which arise out of the failure of the Academy to perform its obligations under the Contract issued to the Academy by Grand Valley State University Board of Trustees. The parties expressly acknowledge and agree that Grand Valley State University and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement."

"Revocation or Termination of Contract. If the Academy's Contract issued by the Grand Valley State University Board of Trustees is revoked or terminated, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked or termination without further action of the parties."

"Compliance with Academy's Contract. The ESP agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Academy's Contract issued by Grand Valley State University Board of Trustees. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement."

"Compliance with Section 503c. On an annual basis, the ESP agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 380.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this Agreement."

Section 11.13. Incompatible Public Offices and Conflicts of Interest Statutes. The Academy shall comply with the Incompatible Public Offices statute, Act No. 566 of the Public Acts of 1978, being MCL 15.181 to 15.185 of the Michigan Compiled Laws, and the Contracts of Public Servants With Public Entities statute, Act No. 371 of the Public Acts of 1968, being MCL 15.321 to 15.330 of the Michigan Compiled Laws. The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest. Notwithstanding any other provision of this Contract, the following shall be deemed a prohibited conflict of interest for purposes of this Contract:

(a) An individual simultaneously serving as an Academy Board member and an owner, officer, director, employee or consultant of an educational service provider or an employee leasing company that has an ESP agreement with the Academy;



(b) An individual simultaneously serving as an Academy Board member and an Academy employee;

(c) An individual simultaneously serving as an Academy Board member and an independent contractor to the Academy;

(d) An individual simultaneously serving as an Academy Board member and as a member of the governing board of another public school; and

(e) An individual simultaneously serving as an Academy Board member and a University employee, official, or consultant, to the University.

Section 11.14. Certain Familial Relationships Prohibited. The Academy Board shall prohibit specifically identified family relationships pursuant to applicable law and the Terms and Conditions of this contract. Notwithstanding any other provision of this Contract, the following shall be deemed prohibited familial relationships for the purposes of this Contract:

(a) No person shall be appointed or reappointed to serve as an Academy Board member if the person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner:

- (i) Is employed by the Academy;
- (ii) Works at or is assigned to the Academy
- (iii) Has an ownership, officer, policy making, managerial, administrative, non-clerical or other significant role with the Academy's ESP or employee leasing company.

Section 11.15. Dual Employment Positions Prohibited. Any person working at the Academy is prohibited by law from being employed at the Academy in more than one full-time position and simultaneously being compensated for each position.

Section 11.16. Oath of Public Office. Academy Board members are public officials. Before entering upon the duties of a public school board member, each Academy Board member shall take, sign, and file the constitutional oath of office with the Charter Schools Office.

Section 11.17. Information Available to the Public and University.

(a) Information to be provided by the Academy. In accordance with Applicable Law, the Academy shall make information concerning its operation and management, including without limitation information in Schedule 6, available to the public and University in the same manner and to the same extent as is required for public schools and school districts.

(b) Information to be provided by Educational Service Providers. The agreement between the Academy and the ESP shall contain a provision requiring the ESP to make information concerning the operation and management of the Academy, including the information in Schedule 6, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under subparagraph (a).



Section 11.18. University Board Invitation to Apply to Convert Academy to School of Excellence. If the University Board is interested in accepting applications to issue contracts to charter Schools of Excellence under Part 6e of the Code, MCL 380.551 et seq. ("Part 6e"), and the University Board determines that the Academy meets the University Board's and the Code's eligibility criteria for applying to convert the Academy to a School of Excellence, then the University Board may invite the Academy to submit an application to apply for a contract to convert the Academy to a School of Excellence. In accordance with the Code, the University Board shall establish its own competitive application process and provide the necessary forms and procedures to eligible public school academies.

## **ARTICLE XII**

### **GENERAL TERMS**

Section 12.1. Notices. Any and all notices permitted or required to be given hereunder shall be deemed duly given; (i) upon actual delivery, if delivery by hand; or (ii) upon delivery into United States mail if delivery is by postage paid first class mail. Each such notice shall be sent to the respective party at the address indicated below or to any other person or address as the respective party may designate by notice delivered pursuant hereto:

If to Grand Valley State University Board of Trustees:

Charter Schools Office Director  
Grand Valley State University  
201 Front Avenue, SW., Suite 310  
Grand Rapids, Michigan 49504

If to Academy:

Board President  
Eagle's Nest Academy  
5005 Cloverlawn  
Flint, MI 48504

Section 12.2. Severability. If any provision in this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. If any provision of this Contract shall be or become in violation of Applicable Law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

Section 12.3. Successors and Assigns. The terms and provisions of this Contract are binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

Section 12.4. Entire Contract. This Contract sets forth the entire agreement between the University Board and the Academy with respect to the subject matter of this Contract. All prior



application materials, contracts, representations, statements, negotiations, understandings, and undertakings, are superseded by this Contract.

Section 12.5. Assignment. This Contract is not assignable by either party.

Section 12.6. Non-Waiver. Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

Section 12.7. Indemnification. As a condition to receiving a grant of authority from the University Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees to indemnify and hold the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the University Board's receipt, consideration or approval of the Application, the University Board's approval of the Method of Selection Resolution or the Authorizing Resolution, legal challenges to the validity of Part 6a of the Code or actions taken by the University Board as an authorizing body under Part 6a of the Code, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance of the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

Section 12.8. Construction. This Contract shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Contract.

Section 12.9. Force Majeure. If any circumstances occur which are beyond the control of the parties, which delay or render impossible the obligations of one or both of the parties, the parties' obligations to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

Section 12.10. No Third Party Rights. This Contract is made for the sole benefit of the Academy and the University Board and no other person or entity, including without limitation, the ESP. Except as otherwise provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.



Section 12.11. Non-agency. It is understood that the Academy is not the agent of the University.

Section 12.12. Governing Law. This Contract shall be governed and controlled by the laws of the State of Michigan as to interpretation, enforcement, validity, construction, and effect, and in all other respects.

Section 12.13. Counterparts. This Contract may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Section 12.14. Term of Contract.

(a) Initial Term of Contract. Except as otherwise provided in Section 12.14 (b) set forth below, this Contract shall commence on July 1, 2015, and shall remain in full force and effect for seven (7) years until June 30, 2022, unless sooner terminated according to the terms hereof.

(b) Termination of Contract During Initial Term of Contract. Consistent with the procedures set forth in this Section 12.14(b), this Contract will terminate on June 30, 2022, if the Academy fails to satisfy all of the following conditions:

- (i) The Academy shall provide to the Charter Schools Office Director a copy of the Academy's agreements with any Educational Service Provider. The terms and conditions of the agreements must be acceptable to the University President.
- (ii) The Academy shall provide to the Charter Schools Office Director a copy of the Academy's real property leases, sublease or other agreements set forth in the Schedules.
- (iii) The Academy, through legal counsel, shall provide a legal opinion to the Charter Schools Office Director confirming that the Academy Board's approval and execution of any real property lease or other agreement with Educational Service Providers complies with the Contracts of Public Servants with Public Entities statute, MCL 15.321 et seq.
- (iv) The Academy shall provide to the Charter Schools Office Director, if applicable, a copy of an AHERA asbestos plan and lead based paint survey for the site or sites set forth in the Schedules.
- (v) The Academy shall provide to the Charter Schools Office Director, if applicable, a copy of a current boiler inspection/ approval for the site or sites set forth in the Schedules.
- (vi) The Academy shall provide documentation to the Charter Schools Office Director confirming that the Academy has received occupancy approval



from the Michigan Department of Consumer and Industry Services' Office of Fire Safety for the site or sites set forth in the Schedules.

- (vii) The Academy shall provide documentation to the Charter Schools Office Director that it has obtained a short-term cash flow loan to cover the initial cost of operations for the initial academic year. The Academy shall comply with section 1225 of the Revised School Code and the Revised Municipal Finance Act with respect to approving and obtain such funds.
- (viii) Any additional financial information or documentation requested by the University President.
- (ix) If the Academy, for any reason, is unable to enroll students and conduct classes by October 1, 2015, then this Contract is automatically terminated without further action of the parties

The Academy shall notify the Charter Schools Office in writing following completion of the conditions set forth in this Section 12.14(b). For good cause, the Charter Schools Office Director may extend the deadlines set forth above. If the Charter Schools Office Director determines that the Academy has not satisfied the conditions set forth in this Section 12.14(b), the Charter Schools Office Director shall issue a Contract termination letter to the Academy for failing to meet certain conditions set forth in this Section 12.14(b). The issuance of the termination letter by the Charter Schools Office Director shall automatically terminate this Contract without any further action by either the University Board or the Academy Board. Upon issuance of the termination letter, the Charter Schools Office Director shall notify the Superintendent of Public Instruction and the Michigan Department of Education that the Contract has been terminated.

(c) Extended Term of Contract. If the Academy satisfies the conditions set forth above in Section 12.14(b), the Academy will be eligible for consideration of a new contract term.

Section 12.15. Survival of Provisions. The terms, provisions, and representations contained in Section 11.4, Section 11.17, Section 11.12, and Section 12.7, and any other provision of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

Section 12.16. Termination of Responsibilities. Upon termination or revocation of this Contract, the University Board and its designees shall have no further obligations or responsibilities under this Contract to the Academy or any other person or persons in connection with this Contract.

Section 12.17. Disposition of Academy Assets Upon Termination or Revocation of Contract. Following termination or revocation of the Contract, the Academy shall follow the applicable wind-up and dissolution provisions set forth in the Academy's articles of incorporation and in accordance with Applicable Law.



**[INTENTIONALLY LEFT BLANK]**

As the designated representative of the Grand Valley State University Board of Trustees, I hereby issue this Contract to the Academy on the date set forth above.

GRAND VALLEY STATE UNIVERSITY  
BOARD OF TRUSTEES

By:   
University President or his/her designee

As the authorized representative of the Academy, I hereby certify that the Academy is able to comply with the Contract and all Applicable Law, and that the Academy, through its governing board, has approved and agreed to comply with and be bound by the terms and conditions of this Contract.

EAGLE'S NEST ACADEMY

By:   
Academy Board President



**SCHEDULE 1**

**METHOD OF SELECTION RESOLUTION  
AUTHORIZING RESOLUTION**





CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF  
GRAND VALLEY STATE UNIVERSITY ON NOVEMBER 1, 2013:

Authorization of Eagle's Nest Academy 6a Contract

WHEREAS, the Michigan Legislature has provided for the establishment of public school academies as part of the Michigan public school system by enacting Act No. 362 of the Public Acts of 1993; and

WHEREAS, according to this legislation, the Grand Valley State University Board of Trustees (the "Board of Trustees"), as the governing body of a state public university, is an authorizing body empowered to issue contracts to organize and operate public school academies; and

WHEREAS, the Michigan Legislature has mandated that public school academy contracts be issued on a competitive basis taking into consideration the resources available for the proposed public school academy, the population to be served by the proposed public school academy, and the educational goals to be achieved by the proposed public school academy; and

WHEREAS, the Grand Valley State University Board of Trustees, having requested applications for organizing public school academies and having reviewed the applications according to the provisions set forth by the Michigan Legislature;

NOW, THEREFORE, BE IT RESOLVED:

1. That the application for Eagle's Nest Academy ("Academy"), located at 1159 E. Foss Avenue, Flint, MI 48505, submitted under Section 502 of the Revised School Code, meets the Board of Trustees' requirements and the requirements of applicable law, is therefore approved;
2. That the Board of Trustees establishes the method of selection, length of term and number of members of the Academy's Board of Directors as follows:



Method of Selection and Appointment of Academy Board Members:

- a. Initial Academy Board Member Nominations and Appointments: As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office ("Director"), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Board of Trustees, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office.
- b. Subsequent Academy Board Member Nominations and Appointments: Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend the proposed nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The Board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.
- c. Exigent Appointments: When the Director determines an "exigent condition" exists which requires him/her to make an appointment to a public school academy's board of directors, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting held by the Board of Trustees when a regular appointment may be made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy's board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy



Board cannot reach a quorum, when the Board of Trustees determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.

3. Qualifications of Academy Board Members: To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.
4. Oath /Acceptance of Office / Voting Rights: Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.
5. Length of Term; Removal: An appointed Academy Board member is an "at will" board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member's term.

If the Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.

6. Resignations: A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the



Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.

7. Vacancy: An Academy Board position shall be considered vacant when an Academy Board member:

- a. Resigns
- b. Dies
- c. Is removed from Office
- d. Is convicted of a felony
- e. Ceases to be qualified
- f. Is incapacitated

8. Filling a Vacancy: The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in this resolution.

9. Number of Academy Board Member Positions: The number of member positions of the Academy Board of Directors shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.

10. Quorum: In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

# of Academy Board positions	# required for Quorum
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

11. Manner of Acting: The Academy Board shall be considered to have "acted," when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)


12. Initial Members of the Board of Directors: The Grand Valley State University Board of Trustees appoints the following persons to serve as the initial members of the Academy's Board of Directors for the designated term of office set forth below:



Nathel Burtley	1 year term expiring June 30, 2014
Glenn M.D. Cotton	2 year term expiring June 30, 2015
Patrick McNeal	2 year term expiring June 30, 2015
LaShanda R. Osborn	3 year term expiring June 30, 2016
Blake D. Strozier	3 year term expiring June 30, 2016

13. The Board of Trustees approves and authorizes the execution of a contract to charter a public school academy to the Academy and authorizes the University President or designee to issue a contract to charter a public school academy and related documents ("Contract") to the Academy, provided that, before execution of the Contract, the University President or designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the Contract and Applicable Law. This resolution shall be incorporated in and made part of the Contract.
  
14. Within ten days after the Board of Trustees issues the Contract, the Director will submit the Contract to the Michigan Department of Education. Pursuant to the State School Aid Act of 1979, the Michigan Department of Education shall, within thirty days after the Contract is submitted to the Michigan Department of Education, issue a district code number to each public school academy that is authorized under the Revised School Code and is eligible to receive funding under the State School Aid Act. By approving and issuing the Contract, the Board of Trustees is not responsible for the Michigan Department of Education's issuance or non-issuance of a district code number. As a condition precedent to the Board of Trustees' issuance of the Contract, the Applicant, the Academy and the Academy's Board of Directors shall acknowledge and agree that the Board of Trustees, Grand Valley State University, its officers, employees and agents are not responsible for any action taken by the Academy in reliance upon the Michigan Department of Education's issuance of a district code number to the Academy, or for any Michigan Department of Education's decision resulting in the non-issuance of a district code number to the Academy.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 7th day of November 2013.

  
 Teri L. Losey, Secretary  
 Board of Trustees  
 Grand Valley State University



**SCHEDULE 2**

**ARTICLES OF INCORPORATION**



***MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS***  
***FILING ENDORSEMENT***

***This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT***

***for***

***EAGLE'S NEST ACADEMY***

***ID NUMBER: 71464C***

***received by facsimile transmission o January 13, 2014 is hereby endorsed.***

***Filed on January 15, 2014 by the Administrator.***

***This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.***



***Sent by Facsimile Transmission***

***In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 15th day of January, 2014.***

A handwritten signature in cursive script, appearing to read "A. Schefke".

***Alan J. Schefke, Director  
Corporations, Securities & Commercial Licensing Bureau***



MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH BUREAU OF COMMERCIAL SERVICES			
Date Received	(FOR BUREAU USE ONLY)		
	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.		
Name	Vinson F. Carter		
Address	432 N. Saginaw St., Ste. 800		
City	State	Zip Code	EFFECTIVE DATE:
Flint	MI	48502	

Document will be returned to the name and address you enter above.

If left blank document will be mailed to the registered office.

--

## ARTICLES OF INCORPORATION

### For use by Domestic Nonprofit Corporations

(Please read information and instructions on the last page)

Pursuant to the provisions of the Michigan Nonprofit Corporation Act of 1982, as amended (the "Act"), being MCL 450.2101 et seq. and Part 6A of the Revised School Code (the "Code"), as amended, being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the undersigned corporation executes the following Articles:

### ARTICLE I

The name of the corporation is: Eagle's Nest Academy

The authorizing body for the corporation is: Grand Valley State University ("GVSU") Board of Trustees, ("Board of Trustees"), 1 Campus Drive, Allendale, Michigan 49401.



## ARTICLE II

The purposes for which the corporation is organized are:

1. Specifically, the corporation is organized for the purposes of operating as a public school academy in the State of Michigan pursuant to Part 6A of the Code, being Sections 380.501 to 380.507 of the Michigan Compiled Laws.
2. The corporation, including all activities incident to its purposes, shall at all times be conducted so as to be a governmental entity pursuant to Section 115 of the United States Internal Revenue Code ("IRC") or any successor law. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under Section 115 of the IRC or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a Contract authorized under the Code.

## ARTICLE III

1. The corporation is organized upon a Nonstock basis.
2. a. If organized on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")

Real Property: none

- 
- b. The description and value of its personal property assets are: (if none, insert "none")

Personal Property: none

- 
- 
- c. The corporation is to be financed under the following general plan:
  - a. State school aid payments received pursuant to the State School Aid Act of 1979 or any successor law.
  - b. Federal funds.
  - c. Donations
  - d. Fees and charges permitted to be charged by public school academies.
  - e. Other funds lawfully received.
- d. The corporation is organized on a Directorship basis.



## ARTICLE IV

1. The name of the resident agent at the registered office:  
Dale McGhee
2. The address of the registered office is:  
1159 E. Foss Ave. Flint, Michigan 48505  
(Street Address) (City) (ZIP Code)
3. The mailing address of the registered office, if different than above:  
(Street Address) (City) Michigan (ZIP Code)

## ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business
Address	
Nathial Burtley	1159 E. Foss Ave. Flint, MI
Glenn Cotton	1159 E Foss Ave. Flint, MI
Blake Strozier	1159 E. Foss Ave. Flint, MI

## ARTICLE VI

The corporation is a governmental entity.

## ARTICLE VII

Before execution of a contract to charter a public school academy between the Academy Board and the Board of Trustees, the method of selection, length of term, and the number of members of the Academy Board shall be approved by a resolution of the Board of Trustees as required by the Code.

The members of the Academy Board shall be selected by the following method:

1. **Method of Selection and Appointment of Academy Board Members:**
  - a. **Initial Academy Board Member Nominations and Appointments:** As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office ("Director"), the



names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Board of Trustees, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office.

b. **Subsequent Academy Board Member Nominations and Appointments:**

Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend the proposed nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The Board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.

- c. **Exigent Appointments:** When the Director determines an “exigent condition” exists which requires him/her to make an appointment to a public school academy’s board of directors, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting held by the Board of Trustees when a regular appointment may be made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy’s board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy Board cannot reach a quorum, when the Board of Trustees determines that an Academy Board member’s service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.

2. **Qualifications of Academy Board Members:** To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of



the Board of Trustees.

3. **Oath /Acceptance of Office / Voting Rights:** Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.
4. **Length of Term; Removal:** An appointed Academy Board member is an “at will” board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member’s term.

If the Board of Trustees determines that an Academy Board member’s service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy Board member’s service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy’s Board for cause.

5. **Resignations:** A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.
6. **Vacancy:** An Academy Board position shall be considered vacant when an Academy Board member:
  - a. Resigns
  - b. Dies
  - c. Is removed from Office
  - d. Is convicted of a felony
  - e. Ceases to be qualified
  - f. Is incapacitated
7. **Filling a Vacancy:** The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the “Subsequent Appointments” and “Exigent Appointments” procedures in this resolution.
8. **Number of Academy Board Member Positions:** The number of member positions of the Academy Board of Directors shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.



9. **Quorum:** In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A “quorum” shall be defined as follows:

# of Academy Board positions	# required for Quorum
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

10. **Manner of Acting:** The Academy Board shall be considered to have “acted,” when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

## ARTICLE VIII

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its directors, board, officers or other private persons, or organization organized and operated for a profit (except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in the furtherance of the purposes set forth in Article II hereof). Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on by a governmental entity exempt from Federal Income Tax under Section 115 of the IRC, or comparable provisions of any successor law.

To the extent permitted by law, upon the dissolution of the corporation, the board shall after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation to the Board of Trustees for forwarding to the State School Aid Fund established under Article IX, Section 11 of the Constitution of the State of Michigan of 1963, as amended.

## ARTICLE IX

The corporation and its incorporators, board members, officers, employees, and volunteers have governmental immunity as provided in Section 7 of Act No. 170 of the Public Acts of 1964, being Sections 691.1407 of the Michigan Compiled Laws.

## ARTICLE X

These Articles of Incorporation shall not be amended except by the process provided in



the contract executed by the Academy Board and the Board of Trustees.

#### **ARTICLE XI**

The Academy Board shall have all the powers and duties permitted by law to manage the business, property and affairs of the corporation.

#### **ARTICLE XII**

A volunteer director is not personally liable to the corporation for monetary damages for a breach of the director's fiduciary duty. This provision shall not eliminate or limit the liability of a director for any of the following:

- (i) A breach of the director's duty of loyalty to the corporation;
- (ii) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- (iii) A violation of Section 551(1) of the Michigan Nonprofit Corporation Act;
- (iv) A transaction from which the director derived an improper personal benefit;
- (v) An act or omission that is grossly negligent.

If the corporation obtains tax exempt status under section 501(c)(3) of the internal revenue code, the corporation assumes all liability to any person other than the corporation for all acts or omissions of a volunteer director occurring on or after the filing of the Articles incurred in the good faith performance of the volunteer director's duties.

This article shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Government Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

#### **ARTICLE XIII**

The corporation assumes the liability for all acts or omissions of a non-director volunteer, provided that:

- (i) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority;
- (ii) The volunteer was acting in good faith;
- (iii) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct;
- (iv) The volunteer's conduct was not an intentional tort; and



The volunteer's conduct was not a tort arising out of the ownership, maintenance or use of a motor vehicle as described in Section 209(e)(v) of the Michigan Nonprofit Corporation Act.

This article shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for negligence Act, being Act No. 170, Public Acts of Michigan, 1964

#### ARTICLE XIV

The officers of the Academy Board shall be a President, Vice-President, Secretary and a Treasurer, each of whom shall be selected by the Board of Directors. The Academy Board may select one or more Assistants to the officers, and may also appoint such other officers and agents as they may deem necessary for the transaction of the business of the corporation.

#### ARTICLE XV

The Articles of Incorporation shall become effective upon filing. However, the corporation shall not carry out the purposes set forth in Article II unless/or until the Board of Trustees issues to the Academy Board a contract to operate as a public school academy, and the contract is executed by both the Academy Board and the Board of Trustees.

I, (We), the incorporator(s) sign my (our) name(s) this 9th day of January 2014,

Nathaniel Burtley  
Nathaniel Burtley

Glenn Cotton  
Glenn Cotton

Blake Strozier  
Blake Strozier

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## **SCHEDULE 3**

## **BYLAWS**



# **TABLE OF CONTENTS** **BY LAWS**

	<u>Page</u>
Article I. Name of PSA .....	1
Article II. Form of Academy .....	1
Article III. Offices .....	1
1. Principle Office .....	1
2. Registered Office .....	1
Article IV. Board of Directors .....	1
1. General Powers .....	1
2. Method of Selection and Appointment .....	1-4
3. Compensation .....	4
Article V. Meetings .....	5
1. Regular Meetings .....	5
2. Special Meetings .....	5
3. Notice; Waiver .....	5
4. Open Meetings Act .....	5
5. Presumption of Assent .....	5
Article VI. Committees .....	5
1. Committees .....	5-6
Article VII. Officers of the Board .....	6
1. Number .....	6
2. Election and Term of Office .....	6
3. Removal .....	6
4. Vacancies .....	6
5. President .....	6
6. Vice-President .....	6
7. Secretary .....	7
8. Treasurer .....	7
9. Assistants and Acting Officers .....	7
10. Salaries .....	7
11. Filling More Than One Office .....	7



	<u>Page</u>
Article VIII. Contracts, Loans, Checks and Deposits; Special Corporate Acts .....	8
1. Contracts .....	8
2. Loans .....	8
3. Checks, Drafts, ect. ....	8
4. Deposits .....	8
5. Voting of securities Owned by this Corporation .....	8
6. Contracts between Corporation and Related Persons .....	9
Article IX. Indemnification .....	10
Article X. Fiscal Year, Budget and Uniform Budgeting and Accounting .....	10
Article XI. Seal .....	10
Article XII. Amendments .....	10
Certification .....	11



**BYLAWS  
OF  
EAGLE'S NEST ACADEMY**

**ARTICLE I**

This organization shall be called **EAGLE'S NEST ACADEMY** (The "Academy" of the "corporation").

**ARTICLE II**

**FORM OF ACADEMY**

The Academy is organized as a non-profit, non-stock, directorship corporation.

**ARTICLE III**

**OFFICES**

Section 1.     Principle Office. The principle office of the Academy shall be located in the State of Michigan.

Section 2.     Registered Office. The registered office of the Academy shall be at 1159 E. Foss Avenue Flint, MI 48505. It must be located in the state of Michigan, and be the business office of the registered agent, as required by the Michigan Nonprofit Corporation Act.

**ARTICLE IV BOARD OF**

**DIRECTORS**

Section 1.     General Powers. The business, property and affairs of the Academy shall be managed by the Academy Board of Directors ("Academy Board"). The Academy Board may exercise any and all of the powers granted to it under the Michigan Nonprofit Corporation Act or pursuant to Part 6A of the Revised School code ("Code"). The Academy Board may delegate said powers to the officers and

Section 2.     Method of Selection and Appointment. Nomination and appointment to the Academy Board shall be handled in the following manner:



## 1. Method of Selection and Appointment of Academy Board Members:

- a. Initial Academy Board Member Nominations and Appointments: As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office ("Director"), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Grand Valley State University Board of Trustees ("Board of Trustees"), he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for the appointment, the nominees must have completed the required board member Questionnaire prescribed by the University Charter Schools office; and (ii) the criminal Background Check Report prescribed by the University Charter Schools Office.
- b. Subsequent Academy Board Member Nominations and Appointments: Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The director may or may not recommend a nominee submitted by the Academy Board, the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.
- c. Exigent Appointments: When the Director determines an "exigent condition" exists which requires him/her to make an appointment to a public school academy's board of director, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy's board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.



2. Qualifications of Academy Board Members: To be qualified to serve of the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.

3. Oath /Acceptance of Office / Voting Rights: Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.

4. Length of Term; Removal: An appointed Academy Board member is an "at will" board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member's term.

If the Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy Board member with or without cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may be removed from the office by a two-thirds (2/3) vote of the Academy's Board for cause.

5. Resignations: A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.

6. Vacancy: An Academy Board position shall be considered vacant when an Academy Board member:

- a. Resigns
- b. Dies
- c. Is removed from Office
- d. Is convicted of a felony
- e. Ceases to be qualified
- f. Is incapacitated



7. Filling a Vacancy: The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in this resolution.
8. Number of Academy Board Member Positions: The number of member positions of the Academy Board of Directors shall be five (5), seven (7), or nine (9), as determined from time to time by the Academy Board.
9. Quorum: In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

# of Academy Board positions	# required for Quorum
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

10. Manner of Acting: The Academy Board shall be considered to have "acted," when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

Section 3. Compensation. By resolution of the Academy Board, Directors may be paid their expenses, if any, of attendance at each meeting of the Academy Board, subject to the statutes regarding Contracts of Public Servants with Public Entities, Act No. 317 of the Public Standards of Conduct for Public Officers and Employees, Act No. 196 of the Public Acts of 1973, being Sections 15.341 to 15.348 of the Michigan Compiled Laws, and the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws.



## ARTICLE V

### MEETINGS

Section 1. Regular Meetings. The Academy Board shall hold a regular meeting during the month of June each year. The meeting shall be held at such time and place as the Academy Board of Directors shall from time to time determine. The Academy Board may also provide, by resolution, the time and place, within the state of Michigan, for the holding of additional regular meetings. The Academy shall provide notice of all regular meetings as required by the Open Meetings Act. Attendance may be electronic, by telephone, Skype or other means to satisfy the quorum requirement.

Section 2. Special Meetings. Special meetings of the Academy Board may be called by or at the request of the President or any Academy Board Director. The person or persons authorized to call special meetings of the Academy Board may fix the place within the state of Michigan for holding any special meeting of the Academy Board called by them, and, if no other place is fixed, the place of meeting shall be the principal business office of the corporation in the state of Michigan. The corporation shall provide notice of all special meetings as required by the Open Meetings Act.

Section 3. Notice; Waiver. The Academy Board must comply with the notice provisions of the Open Meetings Act. In addition, notice of any meeting shall be given to each Director stating the time and place of the meeting, delivered personally or mailed or sent by facsimile to each Director at the Director's business address. Any Director may waive notice of any meeting by written statement, or telecopy sent by the Director, signed before or after the holding of the meeting. The attendance of a Director at a meeting constitutes a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 4. Open Meetings Act. All meetings of the Academy Board, shall at all times be in compliance with the Open Meetings Act.

Section 5. Presumption of Assent. A director of the Academy Board who is present at a meeting of the Academy Board at which action on any corporate matters is taken shall be presumed to have assented to the action taken unless that Director's dissent shall be entered in the minutes of the meeting or unless that Director shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. This right to dissent shall not apply to a Director who voted in favor of such action.

## ARTICLE VI

### COMMITTEES

Section 1. Committees. The Academy Board, by resolution, may designate one or more committees, each committee to consist of one or more Directors selected by the Academy Board. As



resolution, the committees shall have such powers as delegated by the Academy Board, except (i) filling of the vacancies in the officers of the Academy Board or committees created pursuant to this Section; (ii) amending the Articles of Incorporation or Bylaws; or (iii) any action the Academy Board cannot lawfully delegate under the Articles, Bylaws or Applicable Law. All committee meetings shall at all times be in compliance with the Open Meetings Act. Each committee shall fix its own rules governing the conduct of its activities and shall make such reports the Academy Board of its activities as the Academy Board may request.

## **ARTICLE VII OFFICERS**

### **OF THE BOARD**

Section 1. Number. The officers of the Academy shall be a President, Vice-President, Secretary, Treasurer, and such Assistant officers as may be selected by the Academy Board.

Section 2. Election and Term of Office. The Academy Board shall elect the initial officers at its first duly noticed meeting. Thereafter, the Academy Board shall elect the officers annually as terms expire at the annual meeting of the Academy Board. If the election of officers is not held at that meeting, the election shall be held as soon thereafter as may be convenient. Each officer shall hold office while qualified or until the officers resigns or is removed in the manner provided in Article IV, Section 2.

Section 3. Removal. If the Grand Valley State University Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.

Section 4. Vacancies. A vacancy in any office shall be filled in accordance with Article IV, Section 2.

Section 5. President. The President of the Academy shall be a member of the Academy Board. The President of the corporation shall preside at all meetings of the Academy Board. If there is not a President, or if the President is absent, then the Vice-President shall preside. If the Vice-President is absent, then a temporary chair, chosen by the members of the Academy Board attending the meeting shall preside. The president shall be an ex-officio member of all standing committees and may be designated Chairperson of those committees by the Academy Board. The President shall, in general, perform all duties incident to the office of President of the Board as may be prescribed by the Board from time to time.

Section 6. Vice-President. The Vice-President of the Academy shall be a member of the Academy Board. In the absence of the President or in the event of the President's death, inability or refusal to act, the Vice-President shall perform the duties of President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to the Vice-President by the President or the Academy Board.



Section 7. Secretary. The Secretary of the Academy shall be a member of the Academy Board. The Secretary shall perform, or cause to be performed, the following duties: (a) keep the minutes of the Academy Board meetings in one or more books provided that purpose; (b) see that all notices, including those notices required under the Open Meetings Act, are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all authorized documents; (d) keep a register of the post office address of each Director; and (e) perform all duties incident to the office of Secretary and other duties assigned by the President or by the Academy Board.

Section 8. Treasurer. The Treasurer of the Academy shall be a member of the Academy Board. The Treasurer shall perform, or cause to be performed, the following duties: (a) keep charge and custody of and be responsible for all funds and securities of the corporation; (b) keep accurate books and records of corporate receipts and disbursements; (c) deposit all moneys and securities received by the corporation in such banks, trust companies or other depositories as shall be selected by the Board; (d) complete all required corporate filings; (e) assure that the responsibilities of the fiscal agent of the corporation are properly carried out; and (f) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Academy Board.

Section 9. Assistants and Acting Officers. The Assistants to the officers, if any, selected by the Academy Board, shall perform such duties and have such authority as shall from time to time be delegated or assigned to them by the Secretary or Treasurer or by the Academy Board. The Academy Directors shall have the power to appoint any person to perform the duties of an officer whenever for any reason it is impractical for such officer to act personally. Such acting officer so appointed shall have the powers of and be subject to all restrictions upon the officer to whose office the acting officer is so appointed except as the Academy Board may by resolution otherwise determine.

Section 10. Salaries. Officers shall not receive a salary unless the salary has been specifically approved by the Academy Board, subject to the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being sections 15.181 to 15.185 of the Michigan Compiled Laws. Officers of the corporation who are Directors of the corporation may not be compensated for their services. They may, however, receive traveling and other expenses.

Section 11. Filling More Than One Office. Subject to the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws, any two offices of the corporation except those of President and Vice-President may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.



## ARTICLE VIII

### CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

Section 1. Contracts. The Academy Board may authorize any officer or officers, agent or agents, to enter into any contract, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledged in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances, but the appointment of any person other than an officer to acknowledge an instrument required by law to be acknowledged should be made by instrument in writing. When the Academy Board authorizes the execution of a contract or of any other instrument in the name of and on behalf of the corporation, without specifying the executing officers, the President or Vice-President, and the Secretary or Treasurer may execute the same and may affix the corporate seal thereto. No contract into, by or on behalf of the Academy Board, shall in any way bind the University or impose any liability on the University, its trustees, officers, employees or agents.

Section 2. Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Academy Board. Such authority may be general or confined to specific instances. No loan or advance to, or overdraft of funds by an officer or member of the Academy Board otherwise than in the ordinary and usual course of the business of the corporation, and on the ordinary and usual course of the business or security, shall be made or permitted. No loan entered into, by or on behalf of the Academy Board, shall in any way be considered a debt or obligation of Grand Valley State University or impose any liability on Grand Valley State University, its trustees, officers, employees, or agents.

Section 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents, of the corporation and in such manner as shall from time to time be determined by resolution of the Academy Board.

Section 4. Deposits. All funds of the corporation not otherwise employed shall be deposited within three (3) business days after the receipt of the funds by the corporation in such banks, trust companies or other depositories as the Academy Board may select, provided that such financial institution is eligible to be a depository of surplus funds under section 1221 of the Revised School Code, being Section 380.1221 of the Michigan Compiled Laws.

Section 5. Voting of Securities Owned by this Corporation. Subject always to the specific directions of the Academy Board, any shares or other securities issued by another other corporation and owned or controlled by this corporation may be voted at any meeting of security holders of such other corporation by the President of this corporation or by proxy appointed by Treasurer of this corporation or by proxy appointed by the Secretary or Treasurer. Such proxy or consent in respect to any shares or other securities issued by any other corporation and owned by this corporation shall be executed in the name of this corporation by the President, the Secretary or the Treasurer of this corporation without necessity of



any authorization by the Academy Board, affixation of corporate seal or countersignature or attestation by another officer. Any person or persons designated in the manner above stated as the proxy or proxies of this corporation shall have full right, power, and authority to vote the shares or other securities issued by such other corporation and owned by this corporation the same as such shares or other securities might be voted by this corporation.

Section 6. Contracts Between Corporation and Related Persons. As required by Applicable Law, any Director, officer or employee of the Academy, who enters into a contract with the Academy, that meets the definition of contract under the statute on Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being sections 15.321 to 15.330 of the Michigan Compiled Laws, shall comply with the public disclosure requirement set forth in Section 3 of the statute.



## **ARTICLE IX**

### **INDEMNIFICATION**

Each person who is or was a member of the Academy Board, or a trustee, director, officer or member of a committee of the Academy and each person who serves or has served at the request of the Academy as a trustee, director, officer, partner, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the corporation to the fullest extent permitted by the corporation laws of the State of Michigan as they may be in effect from time to time. The corporation may purchase and maintain insurance on behalf of any such person against any liability asserted against and incurred by such person in any such capacity or arising out of his status as such, whether or not the corporation would have power to indemnify such person against such liability under the preceding sentence. The corporation may, to the extent authorized from time to time by the Board, grant rights to indemnification to any employee or agent of the corporation to the fullest extent provided under the laws of the State of Michigan as they may be in effect from time to time.

## **ARTICLE X**

### **FISCAL YEAR, BUDGET AND UNIFORM BUDGETING AND ACCOUNTING**

Section 1. Fiscal Year, Budget and Uniform Budgeting and Accounting. The fiscal year of the corporation shall begin on the first day of July in each year. The Board of Directors, subject to the oversight responsibilities of the University Board, shall have exclusive control of the budget. The board shall prepare and publish an annual budget in accordance with the Uniform Budgeting and Accounting Act, being Act 2 of the public laws of Michigan of 1968, as amended.

## **ARTICLE XI**

### **SEAL**

The Academy Board may provide a corporate seal, which shall be circular in form and shall have inscribed thereon the name of the corporation, the State of Michigan and the words "Corporate Seal" and "Public School Academy."

## **ARTICLE XII**

### **AMENDMENTS**

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by obtaining the affirmative vote of a majority if the Academy Board at any regular or special meeting of the Academy Board, if a notice setting forth the terms of the proposal have been given in accordance with the notice setting forth the terms of the proposal have been given in accordance with the notice requirements for the special meetings. Upon arrival, the Academy Board shall forward the amendment to the University



Charter Schools Office. The amendment shall be automatically incorporated into Schedule 3 of the Contract upon receipt of the amendment by the University Charter Schools Office. The Academy Board is encouraged to submit proposed Bylaw changes to the Charter Schools Office, for review and comment, prior to adoption. If at any time the University identifies a provision in the Academy Board's Bylaws that violates or conflicts with applicable law or the Contract, it shall notify the Academy Board in writing and the Academy Board shall remedy the identified provision to be in concert with applicable law and the Contract.

#### **CERTIFICATION**

The Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by the Academy Board on the 19<sup>th</sup> day of December, 2013.

  
\_\_\_\_\_  
Secretary



**SCHEDULE 4**

**FISCAL AGENT AGREEMENT**



## **SCHEDULE 4**

### **FISCAL AGENT AGREEMENT**

This Agreement is part of the Contract issued by the Grand Valley State University Board of Trustees ("University Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to Eagle's Nest Academy ("Academy"), a public school academy.

#### **Preliminary Recitals**

WHEREAS, pursuant to the Code and the Contract, the University Board, as authorizing body, is the fiscal agent for the Academy, and

WHEREAS, the University Board is required by law to forward any State School Aid Payments received from the State of Michigan ("State") on behalf of the Academy to the Academy,

NOW, THEREFORE, in consideration of the premises set forth below, the parties agree to the following:

### **ARTICLE I**

#### **DEFINITIONS AND INTERPRETATIONS**

Section 1.01. **Definitions.** Unless otherwise provided, or unless the context requires otherwise, the following terms shall have the following definitions:

"Account" means an account established by the Academy for the receipt of State School Aid Payments at a bank, savings and loan association, or credit union which has not been deemed ineligible to be a depository of surplus funds under Section 6 of Act No. 105 of the Public Acts of 1855, being Section 21.146 of the Michigan Compiled Laws.

"Agreement" means this Fiscal Agent Agreement.

"Fiscal Agent" means the University Board or an officer or employee of Grand Valley State University as designated by the University Board.

"Other Funds" means any other public or private funds which the Academy receives and for which the University Board voluntarily agrees to receive and transfer to the Academy.

"State School Aid Payment" means any payment of money the Academy receives from the State School Aid Fund established pursuant to Article IX, Section 11 of the Michigan Constitution of 1963 or under the State School Aid Act of 1979, as amended.



"State" means the State of Michigan.

"State Treasurer" means the office responsible for issuing funds to urban high school academies for State School Aid Payments pursuant to the School Aid Act of 1979, as amended.

Section 1.02. Fiscal Agent Agreement Incorporated into Contract; Use of Contract Definitions. This Fiscal Agent Agreement shall be incorporated into and is part of the Contract issued by the University Board to the Academy. Terms defined in the Contract shall have the same meaning in this Agreement.

## ARTICLE II

### FISCAL AGENT DUTIES

Section 2.01. Receipt of State School Aid Payments and Other Funds. The University Board is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments. By separate agreement, the University Board and the Academy may also agree that the University Board will receive Other Funds for transfer to the Academy. The Fiscal Agent will receive State School Aid Payments from the State, as provided in Section 3.02.

Section 2.02. Transfer to Academy. Except as provided in the Contract, the Fiscal Agent shall transfer all State School Aid Payments and all Other Funds received on behalf of the Academy to the Academy within three (3) business days of receipt or as otherwise required by the provisions of the State School Aid Act of 1979 or applicable State Board rules. The State School Aid Payments and all Other Funds shall be transferred into the Account designated by a resolution of the Board of Directors of the Academy and by a method of transfer acceptable to the Fiscal Agent.

Section 2.03. Limitation of Duties. The Fiscal Agent has no responsibilities or duties to verify the Academy's pupil membership count, as defined in the State School Aid Act of 1979, as amended, or to authorize, to approve or to determine the accuracy of the State Aid School Payments received on behalf of the Academy from the State Treasurer. The duties of the Fiscal Agent are limited to the receipt and transfer to the Academy of State School Aid Payments and Other Funds received by the Academy. The Fiscal Agent shall have no duty to monitor or approve expenditures made by the Academy Board.

Section 2.04. Academy Board Requests for Direct Intercept of State School Aid Payments. If the Academy Board directs that a portion of its State School Aid Payments be forwarded by the Fiscal Agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit to the University Charter Schools Office: (i) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; and (ii) a copy of a State School Aid Payment Agreement and Direction document that is in a form and manner acceptable to the Fiscal Agent. No State Aid Payment Agreement and Direction document shall be effective until it is acknowledged by the University President.



## ARTICLE III

### STATE DUTIES

Section 3.01 Eligibility for State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the eligibility of the Academy to receive State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the amount of State School Aid Payments, if any, the Academy shall be entitled to receive.

Section 3.02. Method of Payment. Each State School Aid Payment for the Academy will be made to the Fiscal Agent by the State Treasurer by issuing a warrant and delivering the warrant to the Fiscal Agent by electronic funds transfer into an account specified by the Fiscal Agent, or by such other means deemed acceptable to the Fiscal Agent. The State shall make State School Aid Payments at the times specified in the State School Aid Act of 1979, as amended.

## ARTICLE IV

### ACADEMY DUTIES

Section 4.01. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, an Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended.

Section 4.02. Expenditure of Funds. The Academy may expend funds that it receives from the State School Aid Fund for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.

Section 4.03. Mid-Year Transfers. Funding for students transferring into or out of the Academy during the school year shall be in accordance with the State School Aid Act of 1979 or applicable State Board rules.

Section 4.04. Repayment of Overpayment. The Academy shall be directly responsible for reimbursing the State for any overpayments of State School Aid Payments. At its option, the State may reduce subsequent State School Aid Payments by the amount of the overpayment or may seek collection of the overpayment from the Academy.

Section 4.05. Deposit of Academy Funds. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of State School Aid Payments and Other Funds received by the Academy.



## ARTICLE V

### RECORDS AND REPORTS

Section 5.01. Records. The Fiscal Agent shall keep books of record and account of all transactions relating to the receipts, disbursements, allocations and application of the State School Aid Payments and Other Funds received, deposited or transferred for the benefit of the Academy, and these books shall be available for inspection at reasonable hours and under reasonable conditions by the Academy and the State.

Section 5.02. Reports. The Fiscal Agent shall prepare and send to the Academy within thirty (30) days of September 1, and annually thereafter, a written report dated as of August 31 summarizing all receipts, deposits and transfers made on behalf or for the benefit of the Academy during the period beginning on the latter of the date hereof or the date of the last such written report and ending on the date of the report, including without limitation, State School Aid Payments received on behalf of the Academy from the State Treasurer and any Other Funds which the University Board receives under this Agreement.

## ARTICLE VI

### CONCERNING THE FISCAL AGENT

Section 6.01. Representations. The Fiscal Agent represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it in this Agreement and that it will carry out all of its obligations under this Agreement.

Section 6.02. Limitation of Liability. The liability of the Fiscal Agent to transfer funds to the Academy shall be limited to the amount of State School Aid Payments as are from time to time delivered by the State and the amount of Other Funds as delivered by the source of those funds.

The Fiscal Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Fiscal Agent be responsible for the consequences of any error of judgment; and the Fiscal Agent shall not be answerable except for its own action, neglect or default, nor for any loss unless the same shall have been through its gross negligence or willful default.

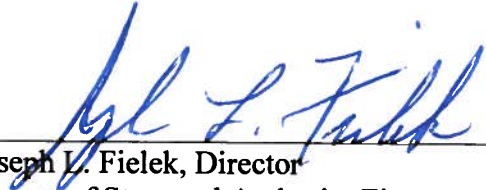
The Fiscal Agent shall not be liable for any deficiency in the State School Aid Payments received from the State Treasurer to which the Academy was properly entitled. The Fiscal Agent shall not be liable for any State School Aid overpayments made by the State Treasurer to the Academy for which the State subsequently seeks reimbursement.



Acknowledgment of Receipt

The undersigned, on behalf of the State of Michigan, Department of Treasury, acknowledges receipt of the foregoing Fiscal Agent Agreement that is part of the Contract issued by the University Board to the Academy.

BY: \_\_\_\_\_

  
Joseph L. Fielek, Director  
Bureau of State and Authority Finance  
Michigan Department of Treasury

Date: February 4, 2014

LAN01\148342.1  
ID\LCW



**SCHEDULE 5**

**MASTER CALENDAR OF REPORTING REQUIREMENTS**



**Public School Academy / School of Excellence  
Master Calendar of Reporting Requirements  
July 1, 2015 – June 30, 2016**

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
July 1	Board Adopted 2015-2016 School Calendar/School Day Schedule.	CSO
July 1	Board Adopted Annual Operating Budget for the General Fund and School Service Fund for 2015-2016.	CSO
July 1	Copy of Notice of Public Hearing for Annual Operating Budget for 2015-2016.	CSO
July 1	Copy of Parent Satisfaction Survey and Results from 2014-2015, if applicable.	CSO
July 24	DS-4168 Report of Days and Clock Hours of Pupil Instruction for 2014-2015 academic year, if applicable (See MDE website, <a href="http://www.michigan.gov/mde">www.michigan.gov/mde</a> , for MDE due date and form).	CSO
August 3	Annual Organizational Meeting Minutes for 2015-2016.	CSO
August 3	Board Resolution appointing Chief Administrative Officer for 2015-2016.	CSO
August 3	Board Resolution appointing Freedom of Information Act Coordinator for 2015-2016.	CSO
August 3	Board Designated Legal Counsel for 2015-2016.	CSO
August 3	Board adopted Annual Calendar of Regularly Scheduled Meetings for 2015-2016.	CSO
August 20	Annual Education Report 2014-2015 academic year to be submitted and presented at a public meeting.	CSO
August 28	4 <sup>th</sup> Quarter Financial Statements – quarter ending 06/30.	CSO
September 4	Organizational Chart for 2015-2016.	CSO
September 4	Board approved Student Handbook 2015-2016.	CSO
September 4	Board approved Employee Handbook 2015-2016.	CSO
September 4	Copy of School Improvement Plan covering 2015-2016 academic year.	CSO
October 1	Completed PSA Insurance Questionnaires. Required forms available at <a href="http://www.gvsu.edu/cso">www.gvsu.edu/cso</a>	CSO
October 1	Annual Nonprofit Corporation Information Update for 2015.	CSO
October 8	Unaudited Count Day Submission.	CSO
October 12	Audited Financial Statements for fiscal year ending June 30, 2015. (See MDE Website, <a href="http://www.michigan.gov/mde">www.michigan.gov/mde</a> , for MDE due date.	CSO
October 12	Management Letter (comments and recommendations from independent financial auditor) for fiscal year ending June 30, 2015, if issued. If a management letter is not issued, a letter from the Academy stating a management letter was not issued is required to be submitted.	CSO
October 12	Annual A-133 Single Audit for year ending June 30, 2015 is required if over \$500K in federal funds have been expended. If a single audit is not necessary, a letter from the Academy stating as such is required to be submitted.	CSO



DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
October 12	DS-4898 PSA Preliminary Pupil Membership Count for September 2015 Enrollment and Attendance for 1 <sup>st</sup> & 2 <sup>nd</sup> Year PSAs and Academies who added grade levels. (See MDE website, <a href="http://www.michigan.gov/mde">www.michigan.gov/mde</a> for MDE due date).	CSO
October 30	1 <sup>st</sup> Quarter Financial Statements – quarter ending 09/30.	CSO
December 1	Academy's Technology Plan covering 2015-2016 or annual updates thereto.	CSO
January 6	Modifications to ISD's Plan for the Delivery of Special Education Services covering 2015-2016 signed by a representative of the Academy.	CSO
January 29	2 <sup>nd</sup> Quarter Financial Statements – quarter ending 12/31.	CSO
January 29	Michigan Highly Qualified Teacher Verification Report. Required Form Available at <a href="http://www.gvsu.edu/cso">www.gvsu.edu/cso</a> .	CSO
February 18	Winter Count Day Submission.	CSO
March (TBD)	Anti-Bullying Policy, in accordance with Matt's Safe School Law (new schools).	CSO
April 25	3 <sup>rd</sup> Quarter Financial Statements – quarter ending 03/31.	CSO
May 13	Notice of Open Enrollment & Lottery Process or Open Enrollment & Lottery Process Board Policy for 2016-2017.	CSO
June 2	Certificate of Boiler Inspection covering years 2016-2017.	CSO
June 27	Board Approved Amended Budget for 2015-2016 fiscal year (or statement that budget has been reviewed and no amendment was needed).	CSO
June 27	2015-2016 Log of emergency drills, including date, time and results. Sample form available at <a href="http://www.gvsu.edu/cso">www.gvsu.edu/cso</a> .	CSO
June 27	Board adopted Letter of Engagement for year ending June 30, 2016 independent financial audit.	CSO
June 27	Food service license expiring 04/30/2017.	CSO



## Ongoing Reporting Requirements July 1, 2015 – June 30, 2016

*The following documents do not have a set calendar date; however, they require submission within a certain number of days from board action or other occurrence.*

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
Date notice is posted	Academy Board Meeting Record of Postings – cancellations, changes, special meetings, emergency etc. Must include time and date of actual posting.	CSO
14 business days after Board meeting	Draft Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
14 business days after Board approval	Approved Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
30 business days after board approval	Board Adopted Annual Operating Budget for 2011-2012 including Salary/Compensation Transparency Reporting to be available on school website per the State School Aid Act as amended	No submission needed.
14 business days after Board approval	Oath of Office and written acceptance for each Board Member.	CSO
10 business days after Board approval	Board adopted <i>Amended</i> Budget and General Appropriations Resolution.	CSO
10 days of receipt	Correspondence received from the Michigan Department /State Board of Education requiring a formal response.	CSO
10 days of receipt	Correspondence received from the Health Department requiring a formal response.	CSO
10 days of receipt	Written notice of litigation or formal proceedings involving the Academy.	CSO
30 days prior to board execution	Board proposed draft Educational Management Company Agreements or Amendments thereto.	CSO
5 business days of receipt	Request and Responses to Freedom of Information Requests.	CSO



## Original/Subsequent Board Policy Reporting Requirements July 1, 2015 – June 30, 2016

*The following documents do not have a set calendar date; however, they require an original submission and subsequent submission if Board action is taken making amendments/changes.*

REPORT DESCRIPTION	SUBMIT TO:
Articles of Incorporation. Must have GVSU Board approval before modifying.	CSO
Board of Director Bylaws.	CSO
Educational Service Provider Agreements/Amendments	CSO
Academy's Educational Goals.	CSO
Office of Fire Safety (OFS-40) – original occupancy permit and permits for renovations/additions, etc.	CSO
Lease, Deed of Premises or Rental Agreement and subsequent amendments (includes modular units).	CSO
Curriculum including any additions/deletions.	CSO
Asbestos Hazardous Emergency Response Act (AHERA) Management Plan. Visit <a href="http://www.michigan.gov/asbestos">www.michigan.gov/asbestos</a> for Michigan's model management plan. A copy of the "acceptance" letter sent by MIOSHA is also required.	CSO
Communicable Disease Curriculum (including minutes of board approval).	CSO
Job Descriptions for all employee groups	CSO
REQUIRED BOARD POLICIES	
<b>Board adopted Purchasing Policy</b> (date of approval). Reference: MCL 380.1267, MCL 380.1274	CSO
<b>Use of Medications Policy</b> (date of approval). Reference: MCL 380.1178, 380.1178a, 380.1179	CSO
<b>Harassment of Staff or Applicant Policy</b> (date of approval). <b>Harassment of Students Policy</b> (date of approval) Reference: MCL 380.1300a	CSO
<b>Search and Seizure Policy</b> (date of approval). Reference: MCL 380.1306	CSO
<b>Emergency Removal, Suspension and Expulsion of Students Policy</b> (date of approval). Reference: MCL 380.1309; MCL 380.1312(8)&(9); MCL 37.1402	CSO
<b>Parent/Guardian Review of Instructional Materials &amp; Observation of Instructional Activity Policy</b> Reference: MCL 380.1137	CSO
<b>Board Member Reimbursement of Expenses Policy</b> (date of approval). Reference: MCL 380.1254; MCL 388.1764b	CSO
<b>Equal Access for Non-School Sponsored Student Clubs and Activities Policy</b> (date of approval). Reference: MCL 380.1299	CSO
<b>Electronic or Wireless Communication Devices Policy</b> (date of approval).	CSO
<b>Preparedness for Toxic Hazard and Asbestos Hazard Policy</b> (date of approval). Reference: MCL 324.8316, 380.1256	CSO



<b>Nondiscrimination and Access to Equal Educational Opportunity Policy</b> (date of approval) Including, but not limited to, Michigan Constitution, Article I, §26, Elliott-Larsen Civil Rights Act, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975.	CSO
<b>Academy Deposit Policy</b> (date of approval). PA 105 of 1855, being MCL 21.146, Section 11.10 of the Charter Contract	CSO
<b>Parental Involvement Policy</b> (date of approval). Reference: MCL 380.1294	CSO
<b>Wellness Policy</b> (date of approval). Reference: 42 USC §§ 1751, 1758, 1766; 42 USC § 1773	CSO



## Calendar of Additional Reporting Requirements and Critical Dates July 1, 2015 – June 30, 2016

*The following reports Academies must submit to the local ISD, MDE, CEPI and other organizations throughout the year.*

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
TBD	Student Count Day for State Aid F.T.E.	No submission required.
September	SE-4096 Special Education Actual Cost Report (Contact ISD for due date).	ISD
October	Eye Protection Certificate (#4527 Certification of Eye Protective Devices Electronic Grant System [MEGS] if applicable).	CEPI
October	Certification of Constitutionally Protected Prayer.	MDE
October	SE-4094 Transportation Expenditure Report (Contact ISD for due date).	ISD
October 1 – October 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission needed.
Oct/Nov	School Infrastructure Database (SID); School-Wide Title I Participation.	CEPI
Oct/Nov	Deadline for MEIS/Single Record Student Database (“SRSD”) electronic file (Contact the local ISD for due date.)	CEPI
November	Deadline for Immunization Records Report – IP100. (Contact Health Dept. for due date).	Local Health Dept.
November 14	Deadline for electronic submission to the Financial Information Database (FID, formerly known as the Form B). State aid will be withheld if the submission is not successful.	CEPI
Nov/Dec	Special Education Count on MI-CIS. Special education data must be current and updated in the Michigan Compliance and Information System (MI-CIS). This information is used to determine funding for next year (Contact local ISD for due date).	ISD
December 1 - December 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
Nov/Dec	Registry of Educational Personnel (REP) Submission.	CEPI
December 30	Municipal Finance Qualifying Statement, if applicable (online submission).	MI Dept of Treasury
Feb 1	Deadline for Immunization Record Report – IP100 (Contact Health Dept. for due date). A financial penalty of 5% of a school’s state aid allocation can be assessed if the immunization rate is not at 90% or above.	Local Health Dept.
TBD	Supplemental Student Count for State Aid F.T.E.	No submission required.
March	FS-4731-C – Count of Membership Pupils eligible for free/reduced breakfast, lunch or milk (official date TBD).	MDE



DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
March	MEIS/Single Record Student Database (“SRSD”) electronic file (Contact local ISD for due date.)	ISD, CEPI
May 1 – May 31 (as scheduled)	Teacher Certification/ Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
June	MEIS/ Single Record Student Database (“SRSD”) electronic file (Contact local ISD for due date).	ISD, CEPI
June	Registry of Educational Personnel (REP).	CEPI
June	School Infrastructure Database (SID).	CEPI



**SCHEDULE 6**

**INFORMATION TO BE PROVIDED BY ACADEMY AND EDUCATIONAL  
MANAGEMENT COMPANY**



## **SCHEDULE 6**

### **INFORMATION TO BE PROVIDED BY ACADEMY AND EDUCATIONAL MANAGEMENT COMPANY**

A. The following described categories of information are specifically included within those to be made available to the public and the University Charter Schools Office by the Academy in accordance with Section 11.17(a). Information to be Provided by the Academy, of the Terms and Conditions:

1. Copy of the Contract
2. Copies of the executed Constitutional Oath of public office form for each serving Director
3. List of currently serving Directors with name, address, and term of office
4. Copy of the Academy Board 's meeting calendar
5. Copy of public notice for all Academy Board meetings
6. Copy of Academy Board meeting agendas
7. Copy of Academy Board meeting minutes
8. Copy of Academy Board approved budget and amendments to the budget
9. List of bills paid for amounts of \$10,000.00 or more as submitted to the Academy Board
10. Copy of the quarterly financial reports submitted to the University Charter Schools Office
11. Copy of curriculum and other educational materials given to the University Charter Schools Office
12. Copy of School improvement plan (if required)
13. Copies of facility leases, mortgages, modular leases and/or deeds
14. Copies of equipment leases
15. Proof of ownership for Academy owned vehicles and portable buildings
16. Copy of Academy Board approved management contract with Educational Service Provider
17. Copy of Academy Board approved services contract(s)
18. Office of Fire Safety certificate of occupancy for all Academy facilities
19. MDE letter of continuous use (if required)
20. Local County Health Department food service permit (if required)



21. Asbestos inspection report and asbestos management plan (if required)
22. Boiler inspection certificate and lead based paint survey (if required)
23. Phase 1 environmental report (if required)
24. List of current Academy teachers and school administrators with their individual salaries as submitted to the Registry of Educational Personnel
25. Copies of administrator and teacher certificates or permits for all current administrative and teaching staff
26. Evidence of fingerprinting, criminal back-ground and record checks and unprofessional conduct check required by the Code for all Academy teachers and administrators
27. Academy Board approved policies
28. Copy of the annual financial audit and any management letters issued to the Academy Board as part of the audit
29. Proof of insurance as required by the Contract
30. Any other information specifically required under Public Act 277 of 2011

B. The following information is specifically included within the types of information available to the Academy by the Educational Management Organization (if any) in accordance with Section 11.17(b). Information to be provided by Educational Management Company, of the Terms and Conditions:

1. Any information needed by the Academy in order to comply with its obligations to disclose the information listed under (a) above.





## **MANAGEMENT AGREEMENT**

### **EAGLE'S NEST ACADEMY & NORTH FLINT REINVESTMENT CORPORATION**

**THIS MANAGEMENT AGREEMENT** is made and entered into as of the **first day of July, 2014** (the "Effective Date"), by and between North Flint Reinvestment Corporation, Inc., a non-profit 501 (C) (3) organization, ("NFRC"), and Eagle's Nest Academy, a public school academy (the "Academy Board").

### **RECITALS**

**WHEREAS**, the Academy Board has submitted a charter application (the "Charter Application") for the operation of a public charter school, Eagle's Nest Academy (the "Academy"), to the Grand Valley State University Board of Trustees (the "Authorizer") and such application has been approved; and

**WHEREAS**, the Academy Board has determined that it is in its best interest to contract with a qualified and competent educational service provider to operate the Academy; and

**WHEREAS**, NFRC is in the business of developing, managing, staffing, and operating public charter schools for governmental entities and nonprofit boards; and

**WHEREAS**, the Academy Board wishes to hire NFRC, and NFRC desires to be hired by the Academy Board to manage and operate the Academy upon the terms and conditions set forth herein; and

**NOW, THEREFORE**, for mutual and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree with each other as follows:



## **ARTICLE I CONTRACTING RELATIONSHIP**

**A. Authority.** The Academy Board (the "Board") represents that it is authorized by law to contract with NFRC and for NFRC to provide **educational management services** to the Academy at a facility or facilities designated by the Board. Upon the execution of the Charter Agreement with the Authorizer, the Board will be authorized by the Charter Application, the Charter Agreement and the Authorizer to supervise and control the Academy, and is invested with all powers necessary or desirable for carrying out the educational program contemplated in this Agreement.

**B. Agreement.** The Academy Board hereby contracts with NFRC, to the extent permitted by law, for the provision of all labor and supervision necessary for the provision of educational services to students, and the management, operation and maintenance of the Academy in accordance with the educational goals, curriculum, methods of pupil assessment, admission policy and criteria, school calendar and school day schedule, age and grade range of pupils to be enrolled, educational goals, and methods to be used to monitor compliance with performance of targeted educational outcomes, as provided in the Charter Application and the Charter Agreement and as adopted by the Board. NFRC's obligations to the Academy Board shall be only as expressly set forth in this Agreement. Duties required to be carried out for the operation of the Academy, which is not expressly set forth herein as being NFRC's responsibility shall remain the sole responsibility of the Academy Board. The intent of the parties is that this Agreement, and the implementation thereof, shall be consistent with the Academy Board's status as a tax-exempt entity under the Internal Revenue Code, including but not limited to the provisions prohibiting or restricting private benefit or private inurement.

**C. Compliance with Academy's Contract.** NFRC agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under Academy's Charter issued by Grand Valley State University Board of Trustees. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement.

**D. Designation of Agents.** The Board hereby designates the employees of NFRC as agents of the Academy Board having a legitimate educational interest such that they are entitled to access to educational records under 20 U.S.C. §1232g, the Family Rights and Privacy Act ("FERP A") and other applicable law. The Board hereby authorizes NFRC to communicate with and negotiate on the Board's behalf with all state and governmental agencies, as directed by the Board.

**E. Status of the Parties.** NFRC is a non-profit, 501 c3 corporation, and is not related to, or controlled by, the Academy Board. The Academy Board is a Michigan governmental entity and shall be treated as such for purposes of the Internal Revenue Code, and is not related to, or controlled by, NFRC. The parties to this Agreement intend that the relationship created by this Agreement is that of an independent contractor and does not create



an employer/employee relationship. Except as expressly provided in this Agreement, no agent or employee of NFRC shall be deemed to be the agent or employee of the Academy Board. NFRC shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between NFRC, the Academy Board and the Charter School is based solely on the terms of this Agreement, and the terms of any other written agreements between NFRC and the Academy Board.

## **ARTICLE II TERM**

This Agreement shall be effective as of **July 1, 2015 (he Effective Date)** and unless otherwise terminated pursuant to Article VII of this Agreement, shall continue until the termination or expiration of the initial term of the Charter on **June 30, 2022** as set forth in the Charter Agreement. The term of this Agreement shall be extended in the event that the Charter is reauthorized or renewed. However, in no event shall the term of this Agreement exceed the term of the Charter as set forth in the Charter Agreement then in effect. Nothing contained in this Agreement shall be construed to restrict or prevent the Academy Board from entering into a Management Agreement with any other party for any school other than the Academy that is the subject of this Agreement.

## **ARTICLE III FUNCTIONS OF NFRC**

**A. Responsibility.** NFRC shall be responsible and accountable to the Board for the operation and performance of the Academy in accordance with the Charter Agreement and the performance criteria outlined in the Academy's Accountability Plan (as such term is defined in the Charter Agreement), as may be amended, including, but not limited to:

1. Timely submission of required reports set forth in this Agreement and in the Charter Agreement;
2. Strict adherence to the approved annual budget, as defined in Article V of this Agreement (the "Annual Budget"), for the operation and management of the Academy, with no aggregate cost over-runs; and
3. Such performance goals contained within the Charter Application, the Charter Agreement and the Accountability Plans;

NFRC's financial responsibility is expressly limited by the Annual Budget of the Academy and the availability of state funding to pay for said services. Neither NFRC nor the Board shall be required to expend Academy funds on services in excess of the amount set forth in the Academy's Annual Budget.

**B. Educational Program.** The Academy Board has adopted NFRC's educational and academic programs and goals as set forth in the Charter Application (the "Educational Program"). NFRC agrees to implement the Educational Program. In the event NFRC determines that it is necessary to modify the Educational Program, NFRC shall inform the



Board of the proposed changes and obtain Board approval, and, as required under the Charter Agreement, approval of the Authorizer. The parties hereto acknowledge that an essential principle of the Educational Program is flexibility, adaptability and capacity to change in the interest of continuous improvement and efficiency, and that the Board and NFRC are interested in results and not in inflexible prescriptions. Not less than annually, and otherwise as requested by the Board, NFRC will provide the Board with a progress report detailing progress made on each of the educational goals set forth in the Educational Program.

**C. Specific Functions.** Subject to the oversight and authority of the Board as provided herein, NFRC shall be responsible for the management, operation, accounting and Educational Program at the Academy. Such functions shall include, but are not limited to:

1. Performing day-to-day management of the Academy in accordance with this Agreement, the nonprofit purpose of the Academy, the Charter Agreement and applicable law;
2. Implementing and administering the Educational Program, including the selection of instructional materials, personnel, equipment, technology and supplies, and the administration of extra-curricular and co-curricular activities and programs approved by the Board, performing repeated evaluation, assessment and continuous improvement of the educational curriculum and program development and reporting findings to the Board upon its request;
3. Managing, selecting, and applying the technology services required to facilitate operation of the school;
4. Managing personnel functions, including professional development for the School Administrator and instructional personnel of the Academy and the personnel functions outlined in Article VI of this Agreement, including drafting operations manuals, forms (including teacher offer letters, applications, enrollment and similar forms), and management procedures, as the same are from time to time developed by NFRC and as approved or requested by the Board;
5. Managing the business administration of the Academy;
6. Managing the accounting operation, including general ledger management and financial reporting including identifying and applying for grants, spending and administering any grant funding obtained in compliance with the specific terms and conditions of said grants and participating in any audits related thereto, and preparing the proposed Annual Budget for presentation to the Board for modification, amendment or approval;
7. NFRC shall make information concerning the operation and management of the Academy, including without limitation but not limited to the information described in the Contract, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under the



Contract and applicable law,

8. Any other function necessary or expedient for the administration of the Academy pursuant to the Charter Agreement.

**D. Purchases made by NFRC on behalf of the Academy with Academy funds,** such as non-proprietary instructional and/or curriculum materials, books and supplies, and capital items and equipment, will be the property of the Academy, NFRC shall own all proprietary rights to, and neither the Board nor the Academy shall have a proprietary interest in, curriculum or educational materials that are developed or copyrighted or similarly protected by NFRC, including without limitation curriculum or educational materials that are developed by NFRC with knowledge gained and fees earned from its management of the Academy. It is not anticipated that the budget of the Academy will contain expenses for the development of curriculum or educational materials. However, in the event monies are budgeted and expended for such development then the Academy shall own all proprietary rights to curriculum or educational materials that (i) are both directly developed and paid for by the Academy; or (ii) were developed by NFRC at the direction of the Academy Board with Academy funds dedicated for the specific purpose of developing such curriculum or materials. NFRC's educational materials and teaching techniques used by or at the Academy shall be subject to disclosure under the Code and the Freedom of Information Act, and to the extent otherwise required by law. This provision does not apply to any capital items leased or purchased by NFRC with NFRC's own funds. Purchases made on behalf of the Academy Board shall comply with the Revised School Code, Sections 1267 and 1274.

**E. Subcontracts.** NFRC shall exercise the option to subcontract the management, oversight or operation of the teaching and instructional program, as specifically permitted in this Agreement and/or with approval of the Board. NFRC reserves the right to subcontract any and all aspects of all other services it agrees to provide to the Academy.

**F. Place of Performance.** NFRC reserves the right to perform functions other than instruction, such as purchasing, professional development, and administrative functions, off-site, unless prohibited by the Charter Agreement or applicable law.

**G. Educational Facilities.** It is the responsibility of NFRC (or a NFRC affiliated company) to locate facilities to be used by the Academy. The Board agrees that NFRC (or a NFRC affiliated company) may own the facilities used by the Academy and further agrees that NFRC (or a NFRC affiliated company) may rent or lease these facilities to the Academy at or below fair market value (which shall be based on cost/square foot/year for property and shall be charged in either 12 or 9 equal monthly payments). The Board agrees that NFRC (or a NFRC affiliated company) may select such facilities and construct additional facilities for use by the Academy. However, the lease terms shall be contained in a separate lease agreement and shall be consistent with policy requirements.

**H. Student Recruitment.** NFRC shall develop and manage ongoing recruitment of students subject to general recruitment and admission policies of the Academy. Students shall be selected in accordance with the procedures set forth in the Charter Agreement and in



compliance with applicable laws. NFRC shall present a plan to the Board to solicit and recruit enrollment of students by various means, which may include but shall not be limited to the following: paid and unpaid media advertisements in a newspaper of general circulation, mailings to parents/guardians of prospective students, word-of-mouth and presentations to interested groups and distribute information through advertisements.

**I. Due Process Hearings.** NFRC shall, at the direction of the Board, provide student due process hearings in conformity with the requirements of state and federal law regarding discipline, special education, confidentiality and access to records, to an extent consistent with each Board's own obligations, and if necessary retain counsel on behalf of the Academy. The Board shall retain the right to provide due process as required by law.

**J. Legal Requirements/Rules and Regulations.** NFRC is authorized and directed to implement such rules, regulations and procedures applicable to the Academy that are consistent with adopted Board policy and the Educational Program and in accordance with the Charter Agreement and all applicable federal, state and local law. To the extent allowable under the Charter Agreement and as permitted by the Authorizer, the Board shall interpret all applicable federal, state and local law and rules and regulations reasonably to give NFRC flexibility and freedom to implement its Educational Program.

**K. School Year and School Day.** The school year and the school day shall be as required by law and as determined annually by the Board.

**L. Pupil Performance Standards and Evaluation.** NFRC shall be responsible and accountable to the Board for the performance of students who attend the Academy. NFRC will utilize assessment strategies required by the terms of the Charter Agreement, including the performance criteria outlined in the Academy's Accountability Plan. The Board and NFRC will cooperate in good faith to identify measures of and goals for Academy students and school performance, including but not limited to academic achievement and parent satisfaction. NFRC shall perform its duties and responsibilities as set forth in this Agreement to the reasonable satisfaction of the Board.

**M. Reporting Requirements.** NFRC shall furnish all information relating to this Agreement and the operation of the Academy that is deemed necessary by the Board or the Authorizer: (i) to fulfill the Board's reporting requirements under the Charter Agreement, (ii) for the Authorizer's proper oversight of the operations of the Academy and (iii) as otherwise required under applicable law. This information shall be provided at such times and in such manner as the Board shall reasonably request and shall be prepared by NFRC in accordance with the uniform accounting principles prescribed by the State Board of Education and State Board of Accounts, or in such other form as may be required under the Charter Agreement or applicable law. Specifically, NFRC shall:

1. At least 90 days prior to the beginning of any school year, provide the Board with specific goals and objectives consistent with the Educational Program with regard to the performance criteria outlined in the Accountability Plan. The specifications of goals and objectives shall be general as to all students and not be required for each individual student.



2. Report quarterly to the Board, or as often as may be required under the Charter Agreement, by the Authorizer, or as otherwise required under applicable law (whichever is most frequent), its progress toward attaining the performance criteria outlined in the Accountability Plan. Such quarterly report shall provide the Board with a report of plans in the coming quarter to correct any past deficiencies and/or to move forward to accomplishing the performance criteria outlines in the Accountability Plan.
3. Provide the following financial reports to the Board:
  - a. The projected Annual Budget as required by the terms of Article V of this Agreement.
  - b. Detailed statements of all Revenues received with respect to the Academy and detailed statements of all expenditures for services and or expenses rendered or incurred to or on behalf of the Academy, whether incurred on- site or off-site, upon request.
  - c. Monthly financial statements by the 30th day of the following month, including a balance sheet, statement of revenues and expenditures and changes in fund balance that includes a comparison of budget-to-actual information and an explanation of variances.
  - d. Other information as is necessary to enable the Board to (i) monitor NFRC's performance and the efficiency of its operation of the Academy, and (ii) furnish reports and information which the Academy is required to provide pursuant to its Charter Agreement or applicable law.
  - e. Compliance with Section 503c. On an annual basis, NFRC agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this Agreement.

Financial records maintained and kept by NFRC in relation to the Academy will be made available to the auditors of the Board, provided reasonable notice is given to NFRC before such inspection. NFRC and the Board shall cooperate in the preparation of any and all reports required to be submitted under applicable federal or state laws or regulations. This Paragraph shall survive termination of this Agreement with respect to reports covering periods prior to termination.



**N. Services to Disabled Students and Special Education.** NFRC shall provide special education services to students who attend the Academy in conformity with the requirements of state and federal law. NFRC may subcontract as necessary and appropriate for the provision of services to students whose special needs cannot be met within the Academy's program, subject to approval of the Board. Such services shall be provided in a manner that complies with local, state and federal laws and applicable regulations and policies. Consistent herewith, the Board acknowledges the individualized nature of services that may need to be provided to disabled and special needs students and the impact that the provision of such individualized services may have on the Annual Budget. The Board and NFRC mutually agree to adjust the Annual Budget as deemed necessary with respect to the provision of services to disabled and special needs students under this paragraph, as required by law.

**O. Unusual Events.** NFRC agrees to timely notify the Board and/or School Administrators of any anticipated or known: (i) material health or safety issues, (ii) labor, employee or funding problems, or (iii) problems of any other type that could adversely affect the Academy in complying with its responsibilities hereunder or its responsibilities under its Charter Agreement.

**P. Academy Records.** The financial, educational and student records pertaining to the Academy are Academy property, and such records are subject to the provisions of the applicable Freedom of Information Act(s) to the extent required by applicable law. Except as prohibited under the Charter Agreement and applicable law, all financial, educational and student information related to the Academy shall be physically or electronically available for inspection at the Academy upon reasonable request consistent with applicable federal and state laws.

**Q. Educational and Other Services.** Upon Board approval, NFRC shall provide certain educational and other services. Such services may include but are not limited to certain technology services, proprietary curriculum and other instructional tools as well as school development services which may be provided by NFRC, its affiliates or third party entity.

**R. Performance Evaluation.** The Academy Board and NFRC shall develop an agreeable evaluation instrument that assesses the performance of NFRC and provides an outline of how NFRC will be held accountable for fulfilling the obligations established in the Management Agreement. The performance evaluation shall be reviewed at an Academy Board meeting, and shall be submitted to the Authorizer's Charter School Office in accordance with the Academy's Reporting Requirements schedule.



## **ARTICLE IV**

### **OBLIGATIONS OF THE FOUNDATION**

**A. Good Faith Obligation.** The Board shall exercise good faith in considering the recommendations of NFRC, including but not limited to, NFRC's recommendations concerning rules, regulations, policies, procedures and budgets applicable to the Academy. If the Board's unwillingness to adopt NFRC's reasonable recommendations with respect to rules, regulations, policies, procedures and budgets renders NFRC unable to implement the Educational Program, NFRC shall have the option of terminating this Agreement.

**B. Assistance to NFRC.** The Board and the Academy shall cooperate with NFRC in furnishing all information and submitting all forms and reports required in association with this Agreement, including timely notice of all meetings of the Board. The Board and the Academy shall timely furnish to NFRC all documents and records necessary for NFRC to properly perform its responsibilities under this Agreement.

**C. Retained Authority.** Subject to its good faith obligation as set forth in this Article IV, the Board shall retain the authority to, be responsible for, setting and approving reasonable rules, regulations, policies and procedures relative to broad school policies, including the budget, curriculum, student conduct, school calendars and dispute resolution procedures.

**D. Unusual Events.** The Board agrees to timely notify NFRC of any anticipated or known: (i) material health or safety issues, (ii) labor, employee or funding problems, or (iii) problems of any other type that could adversely affect NFRC in complying with its responsibilities hereunder.

**E. Food Service.** The Charter School shall be managed, operated and administered by or shall otherwise provide authority to NFRC to manage, operate and administer the Food Service for the Charter School including but not limited to cause all conditions necessary to satisfy all requirements of the Federal Statutes regarding the National School Lunch Program at 7 C.F.R. §210.1, et seq.

**F. Staff Lists.** The Academy Board shall collect, maintain, and make available to the public and the Authorizer a current list of teachers and administrators working at the public school academy containing the information required by MCL 380.503 (6) (m) (iv). The staff list shall be kept at the Academy in the custody of the building principal/school leader.

## **ARTICLE V**

### **FINANCIAL ARRANGEMENTS**

**A. Revenues.** The Academy Board shall be the recipient of all public funds that are disbursed to fund the operations of the Academy and of all other funds to which the Academy or



the Board are entitled under Michigan law. Except as hereinafter provided, all monies received by the Board for the Academy shall be deposited in a separate depository account ("Depository Account") with a financial institution acceptable to the Board and to the NFRC. This Agreement does not alter the Academy Board treasurer's legal obligation to direct that the deposit of all funds received by the Academy be placed in the Academy's Depository Account as required by law. The signatories on the Depository Account shall solely be Academy Board members and/or individuals properly designated annually by Board resolution after consultation and coordination with NFRC. Interest income earned on the Depository Account shall accrue to the Academy. The expenditure of the monies from the Depository Account shall be consistent with the approved Budget of the Academy, as well applicable policy and law. Except as specifically excluded by the terms of this Agreement, the term "Revenues" shall include all funds received by or on behalf of the Academy, including but not limited to:

1. Funding for public school students enrolled in the Academy.
2. Special education funding provided by Federal, State and Local governments to the Academy that is directly allocable to special education students in the Academy.
3. Gifted and Talented funding provided by Federal, State and Local Governments that is directly allocable to Gifted and Talented students in the Academy.
4. At-Risk Funding provided by Federal, State and Local Governments to the Academy that is directly allocable to At-Risk students in the Academy.
5. Funding provided by Federal, State and Local Governments to the Charter School that is directly allocable to students in the Academy with limited English proficiency.
6. Federal, State and Local grant sources, including Title I and charter school start-up funds, which is directly allocable to the Academy.
7. Grants and donations received by the Academy (except to the extent the NFRC is not required or involved in soliciting, administering, or managing such grants and/or donations).
8. Fees charged to students and others for extra services as and to the extent permitted by law (all of the above are hereinafter collectively referred to as the "Revenues").

The Academy Board may advance funds to NFRC for the fees or expenses associated with the operation of the Academy provided that documentation for the fees and expenses are provided for ratification by the Board. The Revenues shall be expended by NFRC in accordance with the approved Annual Budget, as defined below,



and as otherwise authorized by the Board. The expenditure of Revenues received from governmental entities shall be consistent with all applicable regulations and policies, and in the case of private donations, the directives of the donor where applicable. To the extent that there are not sufficient funds in the Operating Account to pay operating expenses for the Academy, NFRC may, at NFRC's option, deposit its own funds into the Operating Account ("Operating Advances"). Operating Advances may only be made in accordance with the approved Annual Budget. The Academy Board shall reimburse the NFRC all Operating Advances, together with interest earned thereon from the Academy Revenues as and when the funds become available; provided, however, that if at the end of each fiscal year (defined as the period from July 1 to June 30), the Academy's Revenues, after payment of debt service and operating expenses, are insufficient to reimburse all Operating Advances attributable to such fiscal year, NFRC may forgive the un-reimbursed balance of Operating Advances, including interest earned thereon.

**B. Budget.** The NFRC shall manage the budget, accounting, and financial reporting functions for the Academy in accordance with the provisions of the Charter Agreement and an Annual Budget that NFRC prepares for the Charter School for each fiscal year that is submitted to the Board for its approval. It is the intent of this provision that the NFRC prepare and submit to the Board balanced Annual Budgets that are prepared in accordance with generally accepted accounting principles and as required by applicable law. At the direction of Academy Board, NFRC shall include within the proposed budget a budget reserve. The budget reserve goal and policy shall be established by the Academy Board within the budget process as described herein. The Annual Budget shall be approved as follows:

1. NFRC shall submit to the Board for its review and approval a preliminary Annual Budget for each fiscal year for the Academy, on or before May 31st of the current fiscal year.
2. The Board must notify NFRC in writing that it approves the Annual Budget within thirty (30) days of submission by NFRC, which approval shall not be unreasonably withheld or delayed. If the Board does not approve the Annual Budget, the Board shall give specific reasons therefore and continue to deposit the balance of total revenues into the Operating Account pursuant to its obligations in this Article V. If the Board does not notify the NFRC in writing that it either approves or does not approve the Annual Budget within thirty (30) days of submission by NFRC, the previously approved budget shall remain in effect until the Board, at a duly noticed open meeting formally approves the new Budget. NFRC and the Board acknowledge that a final Annual Budget shall be completed and approved no later than June 30 for each fiscal year.



3. NFRC may amend the Annual Budget not less frequently than semi-annually in order to reflect the results of the most recent student count and may make such other modifications as it may from time to time find necessary. Any such amendment shall only be valid if approved by the express vote of the Board and be consistent with the staffing and educational models set forth in the Charter Agreement. NFRC shall report any changes upon which the Annual Budget was based within fifteen (15) days after NFRC becomes aware of any such change.
4. NFRC shall use reasonable efforts to operate and manage the Charter School in accordance with the Annual Budget.

**C. Fees.** NFRC shall be entitled to compensation for its services equal to a fixed percentage of the Academy's Revenues as agreed to by NFRC and the Board and as set forth within the Annual Budget (the "Fee"). The Fee shall be equal to at least **ten percent (10%)** of the Charter School's Revenues, unless a lesser percentage is agreed to by the NFRC and the Board. The Board and NFRC may agree to adjust the Fee annually during the approval of the Annual Budget, but **at no time shall the Fee exceed 15%** of the Academy's Revenues. Notwithstanding the foregoing, the Board may agree to an annual Fee greater than 15% for a fiscal year should there be insufficient funds in the Academy's Operating Account to pay to NFRC the Fee to which it would have otherwise been entitled under this Agreement and an approved Annual Budget for a prior fiscal year. For purposes of this Section, the term "Revenues shall" not include any revenues that are collected by the Academy for a specific purpose and intent that by law cannot be used for this purpose.

**D. Availability of Funds.** NFRC shall only be required to perform its responsibilities under this Agreement to the extent that there are sufficient Revenues to make payments in accordance with the terms of the Annual Budget.

**E. Access to Records.** NFRC shall keep accurate financial records pertaining to its operation of the Academy, together with all Academy financial records prepared by or in possession of NFRC, and shall retain all of the said records for a period of time as may be required by the Charter Agreement and applicable law. NFRC, the Board, and the Academy shall maintain the proper confidentiality of personnel, students, and other records as required by law.

**F. Annual Audit.** The Board shall select and retain an independent auditor, to conduct an annual audit of the Academy in accordance with the Charter Agreement. NFRC shall not be permitted to select or retain the independent auditor for the Academy subject to applicable law, all finance and other records of NFRC related to the Academy will be made available to the Academy's independent auditor.

**G. Start-up Operating Losses.** With Academy approval, the NFRC may, in its sole discretion, provide funds for operating losses for the Academy during the start-up period. NFRC advances shall be budgeted and shall be in amounts acceptable to NFRC. The NFRC shall be reimbursed from the Revenues as and when funds are available. Any such



advances shall be reflected in a separate agreement between the parties.

**H. Marketing.** Marketing and development costs paid by or charged to the Academy shall be limited to those costs specific to the Academy and may include costs for the marketing and development of the Academy only.

**I. Compliance with External Funding.** The NFRC and the Board shall comply with all terms and conditions of any external source funding that are received pursuant to this Agreement. Such payments shall be expended by NFRC solely on behalf of the designated students when so required. Upon reasonable advance request, NFRC shall provide evidence to the Board that the Academy is in compliance with such requirements, and shall provide all reports, data, and information reasonably necessary for the Board to meet any reporting requirements for such funding.

## **ARTICLE VI PERSONNEL & TRAINING**

**A. Personnel Responsibility.** NFRC shall identify an Employer of Record to select and hire qualified personnel to perform services at the Academy with the exception of the Principal/School Administrator. Personnel, with the exception of the Principal/School Administrator, shall be employees of the Employer of Record, unless as otherwise agreed to by the NFRC and the Board. Each party shall be responsible for all compensation for their respective employees. Employees shall be compensated in accordance with the approved Annual Budget referenced in Article V of this Agreement. NFRC and the Employer of Record shall have the responsibility and authority to determine staffing levels, and to select, evaluate, assign, discipline, transfer and terminate personnel consistent with state and federal law. NFRC and/or the Employer of Record shall not employ any individual in more than one full-time position while simultaneously being compensated at a full-time rate for each of those positions.

**B. Principal/School Administrator.** The accountability of NFRC to the Board is an essential component of this Agreement. Since the responsibility of the Principal/School Administrator is critical to the Academy's success, NFRC shall have the authority, consistent with state law, to select and supervise the Principal/School Administrator and to hold the Principal/School Administrator accountable for the success of the Academy. NFRC shall consult with the Board with respect to the hiring of the Principal/School Administrator, and NFRC shall remove the Principal/School Administrator from the Academy if the Board is reasonably dissatisfied with his or her performance.

**C. Teachers.** NFRC shall provide the number of teachers and the applicable grade levels and subjects, required for the operation of the Academy and consistent with the Board approved Budget. The curriculum taught by such teachers shall be consistent with the Educational Program. Such teachers may, in the discretion of NFRC, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, such teachers may also work at other schools managed or operated by NFRC. Each teacher assigned to the Academy shall have such credentials, certifications and experience as may be



required under the Charter Agreement and applicable laws.

**D. Support Staff.** NFRC shall provide the number and the functions of support staff required for the operation of the Academy. NFRC and Employer of Record shall provide the Charter School with qualified staff to efficiently operate the Charter School in accordance with the Board approved Budget. The support staff may, in the discretion of NFRC, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, the support staff may also work at other schools managed or operated by NFRC.

**E. Training.** NFRC shall provide training in its methods, curriculum, program, and technology to all teaching personnel on a regular basis. Instructional personnel shall receive at least the minimum hours of professional development required by applicable laws. Non- instructional personnel shall receive such training as NFRC determines reasonable and necessary under the circumstances.

**F. Limitations on Discretion.** All decisions made by NFRC, and any discretion exercised by NFRC and the Employer of Record, in its determination of staffing levels and its selection, evaluation, assignment, discipline, and transfer of personnel, shall be consistent with the approved Annual Budget, local, state and federal law, and consistent with the parameters adopted by the Board and included within the Educational Program.

**G. Criminal Background Checks.** All NFRC employees, contractors, or employees of contractors who have direct, ongoing contact with children at the Academy within the scope of their employment, shall be subject to criminal background check requirements in accordance with the Charter Agreement and Michigan law.

## **ARTICLE VII TERMINATION**

**A. Termination by Mutual Written Consent.** This Agreement shall be terminable at any time by mutual written agreement of the Board and NFRC.

**B. Termination by the Academy Board.** The Board may terminate this Agreement for cause prior to the end of the term specified in Article II, in accordance with the procedures set forth herein, for the following reasons:

1. If NFRC shall, under such law as shall be applicable to it, commence any case or proceeding, or file any petition in bankruptcy, or for reorganization, liquidation or dissolution, or be adjudicated, insolvent or bankrupt, or shall apply to any tribunal for a receiver, intervener, conservator or trustee for itself or for any substantial part of its property; or if there shall be commenced against it any such



action and the same shall remain un-dismissed for more than sixty (60) days.

2. If NFRC is found by an administrative or judicial body to have made fraudulent use of funds, or if an administrative or judicial body has revoked any license that may be required for NFRC to carry on its business and perform its obligations and functions under this Agreement.
3. If implementation of any part of this Agreement would: (i) serve as grounds for revocation of the Academy's charter, (ii) jeopardize the tax-exempt status of the Academy Board, or (iii) cause the Academy Board to be in violation of any applicable policy or law. All grounds herein are subject to an opportunity to cure within 60 days of notice of such grounds,
4. If NFRC materially breaches this Agreement. Material breach includes:
  - a. A failure by NFRC to account for its expenditures or to pay the Academy's Operating Expenses (provided funds are available to do so);
  - b. A failure by NFRC to follow policies, procedures, rules or curriculum duly adopted by the Board which is not in violation of this Agreement, the Charter Agreement or applicable law;
  - c. Insufficient progress has been made in attaining the student achievement objectives of this Agreement, the Charter Agreement, and the Accountability Plan, and it is not likely that such objectives can be achieved before expiration of this Agreement;
  - d. If the health, safety, or welfare of the students are threatened;
  - e. A violation of law by NFRC;
  - f. The revocation, suspension or termination of licenses/certifications needed for the operation of the Academy solely as direct result of an act or failure to act by NFRC; and
  - g. The revocation by the Authorizer of the Charter solely as the direct result of an act or failure to act by NFRC.

In the event of a material breach under this paragraph, NFRC shall have sixty (60) days after receipt of written notice to remedy said breach.



**C. Termination by NFRC.** NFRC may terminate this Agreement for cause prior to the end of the term specified in Article II, in accordance with the procedures set forth herein, for the following reasons:

1. The Academy Board fails to make any payment due hereunder within ten (10) days after the date such payment was due when there are sufficient funds in a Academy's Operating Account to make such payment.
2. The Academy Board materially breaches any of its obligations under this Agreement and fails to cure such material breach within sixty (60) days after notice of such breach.
3. If the Board's unwillingness to adopt NFRC's reasonable recommendations with respect to policies, rules, and regulations renders NFRC unable to implement the Educational Program.

**D. Revocation or Termination of Contract.** If the Academy's Charter Contract issued by the Grand Valley State University Board of Trustees is revoked or terminated, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked or termination without further action of the parties.

**E. Termination Procedure.** Upon the occurrence of an uncured termination event by either party, the non-breaching party shall be entitled to pursue all remedies available under law or equity, including without limitation, terminating this Agreement upon seven (7) days prior written notice. In the event of termination of this Agreement for any reason by either party prior to the end of this Agreement's term, NFRC may, for a fee reasonably mutually acceptable to NFRC and the Academy Board, provide the Academy with reasonable assistance for up to thirty (30) days to assist in the transition to another administrative or structural arrangement (although NFRC shall not be required to provide any assistance to another management company or service provider). However, the NFRC will abide by all state laws that govern transition obligations, including but not limited to:

1. Transferring all student records to such entity;
2. Transferring any and all other non-proprietary information and providing necessary assistance to the new program or education service provider to ensure the least disruption of the operation of the Academy as a result of the termination of this agreement;
3. Transferring and/or assigning to the Academy all contracts, agreements, licenses, permissions, and other rights and privileges related to the operation of the Academy; including, at NFRC's option, assignment of contracts for the personnel described in Article VI.



## **ARTICLE VIII INDEMNIFICATION**

**A. Indemnification of Grand Valley State University.** The parties acknowledge and agree that the Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sale negligence of Grand Valley State University, which arise out of or are in any manner connected with Grand Valley State University Board's approval of the application, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school academy, or which are incurred as a result of the reliance by Grand Valley State University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy or the ESP, or which arise out of the failure of the Academy Board or NFRC to perform its obligations under the Contract issued to the Academy by Grand Valley State University Board of Trustees or applicable law. The parties expressly acknowledge and agree that Grand Valley State University and its Board of Trustee members, officers, employees, agents or representatives, or any of them, may commence legal action against either party to enforce its rights as set forth in this Agreement.

## **ARTICLE IX INSURANCE**

**A. Insurance Coverage.** Each party shall maintain such insurance in the coverage amounts as may be required by the Charter Agreement and Michigan law, with the other party listed as an additional insured. In the event the Authorizer or the Michigan Universities Self-Insurance Corporation (M.U.S.LC.) requests any change in coverage by Educational Service Providers, NFRC agrees to comply with any change in the type of or amount of coverage, as requested, within thirty (30) days after notice of the insurance coverage change. NFRC's insurance shall be separate from and in addition to the insurance the Academy Board is required to obtain under the Contract. Revenues from the Academy will be used to purchase insurance defined in the Charter Agreement to operate the Academy, including Directors and Officers liability insurance for the Board. Each party shall, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this paragraph. Each party shall comply



with any information or reporting requirements required by the other party's insurers, to the extent reasonably practicable.

**B. Workers' Compensation Insurance.** Each party shall maintain workers' compensation insurance as required by the Charter Agreement and applicable laws, covering their respective employees.

## **ARTICLE X WARRANTIES & REPRESENTATIONS**

**A. Warranties and Representations of the Board.** The Board represents that it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement. The Board warrants that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.

**B. Warranties and Representations of NFRC.** NFRC warrants and represents that it is authorized as a non-profit, 501 c3 corporation in the State of Michigan. NFRC will comply with all registration and licensing requirements relating to conducting business under this Agreement. The Board agrees to assist NFRC in applying for such licenses and permits and in obtaining such approvals and consents.

**C. Mutual Warranties.** The Board and NFRC mutually warrant to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

## **ARTICLE XI MISCELLANEOUS**

**A. Sole Agreement.** This Agreement supersedes and replaces any and all prior agreements and understandings between the Academy Board and NFRC.

**B. Force Majeure.** Notwithstanding any other sections of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, flood, accident, labor strike, or other acts beyond its reasonable control; provided either party may terminate this Agreement in accordance with the termination provisions contained in this Agreement if sufficient grounds exist as provided in Article VII of this Agreement.



**C. State Governing Law/Waiver of Jury Trial.** The rights of all parties hereto shall be subject to the jurisdiction of and be construed according to the laws of the State of Michigan, and subject to venue in Genesee County. NFRC and the Board hereby waive the right to a jury trial in any action, proceeding or counterclaim brought by either NFRC or the Board against the other.

**D. Agreement in Entirety.** This Agreement constitutes the entire agreement of the parties.

**E. Official Notices.** All notices and other communications required by the terms of this Agreement shall be in writing and sent to the parties hereto at the facsimile number or address set forth below. Notice may be given by: (i) by facsimile with written evidence of confirmed receipt by the receiving party of the entire notice, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) personal delivery. Notice shall be deemed to have been given on the date of transmittal or personal delivery if given by facsimile or personal delivery, or upon the date of postmark if sent by certified or registered mail. Notices to the Academy shall be sent to the current address of the then current Board Chairperson, with a copy to the then current Board attorney. The address of the parties hereto for the purposes aforesaid, inclusive of the address of the initial Board Chairperson and Board attorney, are as follows:



**The Academy:**

with a copy to

**NFRC:**

Dr. Reginald Flynn, President & CEO  
North Flint Reinvestment Corporation, Inc.  
1159 E. Foss Avenue  
Flint, MI 48505  
Phone: 810.787.9019  
Fax: 810.787.9160

with a copy to:

Vinson Carter, Esq.  
432 South Saginaw Street, Suite 800  
Flint, MI 48502  
Phone: 810.496.1025  
Fax: 810.963.0458

**D. Assignment.** Either party may assign this Agreement with the written consent of the other.

**E. Amendment.** This Agreement shall not be altered, amended, modified or supplemented except in writing and approved by the Board and signed by both the Chairperson of the Board and the CEO of NFRC.

**F. Waiver.** No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

**G. Cost and Expenses.** If any party commences an action against another party as a result of a breach or alleged breach of this Agreement, the prevailing party shall be entitled to have and recover from the losing party its reasonable costs and attorneys' fees (including those incurred at appellate levels).

**H. Delegation of Authority.** Nothing in this Agreement shall be construed as delegating to NFRC powers or authority of the Board, which are not subject to delegation by the Board under applicable law; interfering with the Academy Board's duty to exercise its constitutional, statutory, contractual and fiduciary responsibilities governing the operation of the Academy; prohibiting the Academy Board from acting as an independent self-governing public body; or allowing public decisions to be made other than in compliance with the Open Meetings Act.



**I. Compliance with Laws.** In performing their obligations under this Agreement, the parties shall comply with all applicable laws, including Michigan's Open Meeting and Public Access laws where applicable, and the terms and conditions set forth in the Charter Agreement.

**J. Waiver of Governmental Immunity Prohibited.** This Agreement does not restrict the Academy Board from waiving its governmental immunity or require the Academy Board to assert, waive or not waive its governmental immunity. This Agreement does not waive governmental immunity of the Academy Board or NFRC, if any exists by statute or law.

**K. NFRC Leasing of Employees.** In the event it is determined that NFRC is leasing employees to the Academy, NFRC and the Employer of Record agree to accept full responsibility and liability for benefits, salaries, worker's compensation, unemployment compensation and liability insurance for its employees leased to the Academy or working on Academy operations. In the event such a determination is made, NFRC and the Employer of Record shall be responsible for meeting all requirements to assure that the employment structure qualifies as employee leasing.

**L. Lease and Loan Agreement Provisions.** If the Academy enters into a lease, executes promissory notes or other negotiable instruments, or enters into a lease-purchase agreement or other financing relationships with NFRC, then such agreements must be separately documented and not be a part of or incorporated into this Agreement or any amendments thereof.

**M. Public Servants and Entities.** The parties shall ensure compliance with Public Act 317 of 1968 which governs contracts between public servants and public entities.

**N. Authorizer Approval.** The parties acknowledge that this Agreement must be submitted to Authorizer's Board for review, approval or disapproval, before the Agreement becomes final and valid.

SIGNATURE PAGE TO FOLLOW



IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

**NORTH FLINT REINVESTMENT CORPORATION, INC.**

By: 

Name: Glenn Cotton

Title: President: School Board

Date: 2-3-14

**EAGLE'S NEST ACADEMY**

By: Dr. Reginald Flynn

Name: REGINALD FLYNN

Title: PRESIDENT/CEO

Date: 2-3-14



**SCHEDULE 7**

**ACADEMY SPECIFIC INFORMATION & EDUCATIONAL PROGRAM**



**SCHEDULE 7-1**

**EDUCATIONAL GOALS AND PROGRAMS**



## SCHEDULE 7-1

### EDUCATIONAL GOALS

#### Standards for Schools Serving from Kindergarten to Eighth Grade:

Standard #1: On the average of all MEAP tests administered or successor state test administered, the public school academy will meet or exceed the performance of its select peer district. A select peer district is the school district Grand Valley State University identifies as a reasonable comparison district for the public school academy.

Standard #2: On the average of all MEAP tests or successor state test administered, the public school academy will meet or exceed the performance of its compositional peer district. The comparison scores for the compositional peer district are populated by the weighted total of MEAP scores from those districts in which the PSA's students physically reside.

Standard #3: The public school academy will not average more than one-half a standard deviation below GVSU's MEAP or successor state test/Free-Reduced Lunch regression model for all grades and subjects included in the model.

Standard #4: The Fall to Spring growth rate of each grade and subject for all groups of pupils for which the administered nationally norm-referenced test is designed will fall at the fiftieth percentile or higher.

Date: 3/20/14

  
Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the Eagle's Nest Board of Directors at a properly noticed open meeting held on the 20th day of March, 2014, at which a quorum was present.

  
Board Secretary



**SCHEDULE 7-2**

**CURRICULUM**



# *EAGLE'S NEST ACADEMY*

May 27, 2014

Grand Valley State University  
Charter Schools Office  
201 Front Avenue SW, Suite 310  
Grand Rapids, MI 49504  
Attn: Timothy Wood, Ph.D., Director, Charter Schools Office

The Academy will comply with the requirements of MCL 380.552(20). The Academy will submit a report to the MDE, in a form or manner prescribed by the MDE, that reports the number of pupils enrolled in an online or distance learning program during the immediately preceding month.

Sincerely,

Reginald Flynn, President/CEO  
North Flint Reinvestment Corporation  
*Education Service Provider to ENA*



## **Eagle's Nest Academy Educational Program (part 10)**

Active engagement is a precursor to achievement (Boykin & Noguera, 2011). The curricula we plan to develop and use from other sources will support students' active engagement in their own learning. When using a student-centered approach to curriculum planning, teachers keep in mind students' prior knowledge and experiences, their interests and developmental readiness. Available resources (material and human) will also play a part in determining our curricula as we learn through active interaction.

The Common Core State Standards (CCSS) and the Michigan Grade Level Expectations (GLCE) are the framework for which the curricula and pedagogy are created. With HighScope's support and guidance, the Eagle's Nest Academy (ENA) staff will use the CCSS and the GLCE's to choose existing curriculum that correlates to HighScope's Active Learning approach and design student-centered curriculum. The Tri-State Quality Review Rubric for Lessons and Units for ELA and Math planning will be used to ensure alignment with the CCSS when teachers design their own curriculum. Curriculum Crafter from Kent County is another resource that teachers will use to ensure correct sequencing of instruction, providing the framework and ideas to meet the standards. In addition, Open Educational Resources is one of dozens of free resources that may assist in planning relevant and interesting curriculum. Professional development resources, such as; Edweb, The Teaching Channel, Edutopia, Brainware, Choice Literacy, and Share My Lesson, will be accessed to meet each teacher's individual needs and interests. HighScope also plans to develop digital support PD for staff to access as needed.

Common formative assessment strategies and expectations for mastery for each standard will be developed by the staff and with HighScope's support. Ongoing, formative assessment, occasional benchmark assessment, and the standardized adaptable Measures for Academic Progress (MAP) will inform the instructional design for each student.

### **English Language Arts**

Kindergarten through third grade are critical years for students to develop their foundational reading and writing skills. Eagle's Nest Academy plans to use the GVSU-endorsed Evidence Based Literacy Instruction (EBLI). This research-based program provides a system of instruction developed using Diane McGuinness's work supporting the importance of "phoneme awareness" (McGuinness, 1997) to early reading development. The methods used to implement EBLI are compatible with HighScope's active learning approach.



In addition, ENA staff will use the Fountas and Pinnell's *Continuum of Literacy Learning* to guide their planning of intentional instruction and assessment based on the Common Core Anchor and Grade Level Standards. This comprehensive system facilitates a "teacher designed, student inspired" integrated curriculum. Beyond this guide, Fountas and Pinnell provide quality support on their website and through other written materials. The Benchmark Assessment System links reading assessment to instruction. The Fountas and Pinnell Leveled Literacy Intervention system provides a structure to guide teachers working with struggling readers.

Since ELA is all about communication and HighScope's approach involves all forms of meaningful student communication all day long, teachers have opportunities to scaffold the learning of new skills, facilitate practice and transfer to other applications. Authentic assessment, immediate feedback, and self-assessment are possible all day long as students engage in communication.

## **Math**

Just as with ELA, math learning occurs during the whole day. Real life problem solving frequently requires mathematical thinking. The HighScope approach facilitates student understanding by often giving them time and scaffolding to discover a solution rather than the teacher telling. The materials-rich environment provides opportunities for students to manipulate interesting objects and ideas as they count, pattern, measure, classify, compare, collect, represent and analyze data, perform operations, and work with shapes. Students are able to use a variety of media and methods to represent their mathematical thinking, including teaching others.

HighScope's research-based Numbers Plus math curriculum (Epstein, 2009) is designed for use in preschool with the "later" levels also appropriate for kindergarten. The Numbers Plus curriculum is closely aligned with the Common Core State Standards and provides a seamless transition from preschool to kindergarten. Research has shown that developing number sense by the beginning of first grade is a predictor of the ability to function mathematically as an adult (Neergaard, 2013).

When selecting a math curriculum system, the most important aspects to keep in mind are the facilitation of student inquiry, problem solving and understanding within a sequential, intentional structure. Two math programs that fit this description, Investigations <http://www.pearsonschool.com/index.cfm?locator=PS1cHy> and Bridges <http://www.mathlearningcenter.org/bridges>, are under consideration. Using the chosen system's structure and alignment with the CCSS, the HighScope teacher will ensure students are learning actively, collaborating, and making relevant connections to their life.

## **Science**



HighScope elementary science is inquiry-based. Teachers support students as they wonder, asking open-ended questions and encouraging students to do the same. Students learn how to be careful observers, using tools to gather information. Predicting, collaborating and communicating, investigating, problem solving, classifying, collecting, and representing data, using new vocabulary, and interpreting information are all interrelated pieces of inquiry-based science. (Edson, 2013)

Using the Next Generation Science Standards as a framework, ENA staff will develop their own science curriculum and assessments, often connecting to students' interests, prior knowledge, curiosities and available community resources. Science curriculum is both intentionally planned and also takes advantage of the "teachable moment". The other curriculum components easily integrate with and support science learning.

## **Technology**

Technology tools often enhance learning, especially when used with other forms of active learning. As new technologies and applications are now integrated into everyday life, ENA will incorporate appropriate technology applications in the learning design, integrated with all content areas. The Michigan Educational Technology Standards, Universal Design for Learning (UDL), and the SAMR model (substitution, augmentation, modification and redefinition) will provide the framework for ENA teachers to plan their technology curriculum.

## **The Arts**

An artist lives inside each of us (Epstein, 2014). Integrating the arts (making and appreciating) into the learning design and intentionally teaching the skills needed for further creativity (drawing, singing, dancing, acting, etc.) are an important part of the HighScope active learning classroom. Open-ended materials needed to support arts education and multi-sensory exploration (i.e.: musical instruments, a variety of art mediums, costumes, props, and puppets) are organized in the environment. The integration of the arts create a "playfulness" that builds classroom community, shares cultural experiences, provides different methods of learning, creative expression and representation, and can lead to greater student engagement. With all of the arts, the process is frequently more important than the final product.

HighScope has developed an extensive music and movement curriculum (Weikart and Carlton, 2002, and Haraksin-Probst, Hutson-Brandhagen, and Weikart, 2008). Music training is associated with math proficiency, because it increases language skills, working memory, and the ability to represent abstract numerical qualities. Physical activity also helps the brain to learn (Cozolino, 2013).



Experiencing and appreciating the arts provides awareness and a foundation for lifelong interest (and possible careers) in design, architecture, music, drama/performance, visual arts, and art using digital technologies. ENA will use Harvard's Project Zero's Artful Thinking as a resource to guide classroom activities. Two broad goals of the Artful Thinking program are: 1) To help teachers create rich connections between works of art and curricular topics; and 2) to help teachers use art as a force for developing students thinking dispositions ([pzartfulthinking.org](http://pzartfulthinking.org) ).

It is unclear at this time if the budget will allow for weekly arts specialists during this first year of operation. Local education experts in their specific art field and HighScope staff will work with teachers to help them learn how to integrate the arts in their daily schedule. They may also work directly with children to model and teach skills. Teachers may supplement their instruction with other media (YouTube and other web-based programs, DVD's, books) and tap local colleges and universities for students to mentor ENA's young students.

## **Social Studies**

Preparation of students to be engaged citizens in our democracy is evident in the HighScope classroom. Students work and learn together to build a positive, participatory school and classroom community. By doing so, they must learn to give up some individuality ("me") for the greater good ("we"), and develop cognitive skills in perspective-taking (Epstein, A. 2014). Through problem solving and decision making, children are empowered to bring real and positive changes in their classroom, school and community.

The Social Studies curriculum will be developed by the ENA staff, with HighScope's support based on the College, Career, and Civic Life (C3) Framework for Social Studies State Standards. The C3 Standards are most achievable when explicitly integrated with other curriculum standards, especially English Language Arts. An inquiry-based approach leads to deeper learning in four dimensions; civics, economics, geography and history. Teachers will draw on a variety of resources and collaboration to enhance students' experiences and learning of the Social Studies curriculum standards.

Using digital technology, students will communicate with and learn about children from all over the world. ENA students will have opportunities to connect with students and teachers at HighScope schools in the United States and international institutes and schools based in countries such as Chile, Indonesia, Portugal, Mexico, Canada, and China.

## **Learning for Life**



Learning for Life, or oftentimes referred to as 21<sup>st</sup> century skills or competencies, habits of mind, executive function, or “soft” skills merits discussing as an important part of the curriculum. Healthy physical, emotional and social development is modeled and lived throughout the day. When students learn mindfulness through reflection and sharing, one of their most important life skills becomes a habit. Learning for Life curriculum and pedagogy will be intentionally planned by the ENA staff, but often experienced as classroom life unfolds, unplanned, the way it happens in real life.

In the 2012 report, *Education for Life and Work: Developing Transferable Knowledge and Skills in the 21<sup>st</sup> Century*, the committee of experts organized life skills into three broad domains of competence. (National Research Council, 2012)

- the cognitive domain, which includes thinking, reasoning, and related skills;
- the intrapersonal domain, which involves self-management, including the ability to regulate one’s behavior and emotions to reach goals; and
- the interpersonal domain, which involves expressing information to others as well as interpreting others’ messages and responding appropriately.

This report offers extensive thought and guidance for the development of these life skills, coordinated with the content standards to create an outcome of deeper learning and the transfer of knowledge. HighScope will work with ENA staff to broaden their understanding of how to make it work in the classroom.

In addition, HighScope has developed an extensive curriculum for Learning for Life skill development, appropriate for use with early elementary students (Epstein, 2012 and Evans, B. 2002).

## **Project-Based Learning**

The previous curriculum descriptions mention that inquiry, integration and connections to real life occur often, and teachers collaborate and design or modify their curriculum, inspired by their students, the standards, and available resources. Projects involve student choice, have a purpose, use and apply new skills and knowledge (facilitating deeper learning), and develop over time. Frequent assessment and plan revision is a continual process during a successful project.

A potential school-wide project for ENA’s first year might be to research and act on the Driving Question: **What should we plant in our orchard?**

As we settle into our new school, our large outdoor space needs to include an orchard, raised-bed vegetable and fruit gardens, and beautiful landscaping. This project focuses on the orchard.



Teachers co-create detailed project activities and assessments for their students, while following a school-wide schedule.

Weeks 1-5: Developing background knowledge about fruit

Week 1 (in late summer) - Begin **K W L**- What do you think you **KNOW** about fruit? Every class brainstorms and records their responses on chart paper. Charts are posted in a common area for all to read.

Week 2- **K W L**- What questions do we have about fruit? Every class brainstorms and records their responses on chart paper. Charts are posted in a common area for all to read. Teachers use these questions to plan curriculum around student inquiry. Questions may be added as they arise throughout the project.

Weeks 3-5- **K W L**-Learn about fruit (actively and based on the questions); most likely to include tasting, drawing in a science journal, conducting research, learning about nutrition, how/where grown (climates, conditions, type of plant), ways to preserve. Document new learning on chart paper. Post chart and other evidence of learning for all to view.

Weeks 6-19: Learning about fruit tree growing in Flint, MI, becoming an expert on one type of fruit tree, raising funds to buy trees

Week 6- Announce Driving Question: What should we plant in our orchard?  
**K W L**-What do we think we know about growing fruit trees in Flint, MI? Record and post chart for all to read. Before ground freezes, students bring in a soil sample from their yard and several from the future orchard area (to be analyzed during weeks 9-14).

Week 7- **K W L**- What do we need to learn about growing fruit trees in Flint, MI? How can we learn the answers? Record and post chart for all to read. Continue to add questions as they arise?

Week 8- Organize and plan for new learning with students. What materials, local experts, digital resources, etc. are needed to research answers to our questions?

Also, in order to eventually buy the trees we choose for our orchard, we will need money. Begin the “Pennies for Plants” fundraiser. Every classroom collects pennies in a jar. At the end of each week pennies are counted, rolled into coin wrappers, data is collected, recorded and graphed.

Weeks 9-14-**K W L**-Learn, answer questions, plan the orchard. Students eventually work across grade levels to become an expert about the fruit tree they are most interested in growing. Each group of 8-12 students will be purchasing, planting and caring for their own tree (in the spring).



Weeks 15-17- K W L- Each group work on and present the product(s) representing their learning and expertise about their fruit tree. Continue to collect, count and record/represent pennies.

Weeks 18-19- Shop/order trees. Determine amount of money collected and amount each group can spend.

Spring- According to the planting map, each group digs their hole and plants their tree. They are responsible for keeping their tree healthy and updating their tree journal (online). Each year new kindergartners are folded into a group and learn about their tree.

## References

Boykin, A.W. and Noguera, P. *Creating the Opportunity to Learn*. Alexandria, VA: ASCD, 2011.

Cozolino, L. *The Social Neuroscience of Education*. New York: W.W. Norton & Company, 2013.

Edson, M. *Starting with Science*. Portland, ME: Stenhouse, 2013.

Educators Technology. <http://www.educatorstechnology.com/2013/06/samr-model-explained-for-teachers.html> , June, 2013. Engage NY. <http://www.engageny.org/resource/tri-state-quality-review-rubric-and-rating-process>, July 6, 2012.

Epstein, A. *Essentials*. Ypsilanti, MI: HighScope Educational Research Foundation, 2014.

Epstein, A. *Numbers Plus Preschool Mathematics Curriculum*. Ypsilanti, MI: HighScope Educational Research Foundation, 2009.

Epstein, A. *Approaches to Learning*. Ypsilanti, MI: HighScope Press, 2012.

Epstein, A. *Social and Emotional Development*. Ypsilanti, MI: HighScope Press, 2012.

Evans, B. *You Can't Come to My Birthday Party: Conflict Resolution with Young Children*. Ypsilanti, MI: HighScope Press, 2002)

Hallermnn, S and Larmer, J. *Project Based Learning in the Elementary Grades*. Novato, CA: Buck Institute for Education, 2011.

Haraksin-Probst, L., Hutson-Brandhagen, J. and Weikart, P. *Making Connections: Movement, Music & Literacy*. Ypsilanti: HighScope Press, 2008.



Harvard University, Project Zero Artful Thinking. [pzartfulthinking.org](http://pzartfulthinking.org).

HighScope Educational Research Foundation. *I Want All the Turns* (DVDs),

McGuinness, D. *Why Our Children Can't Read and What We Can Do About It*. New York: Simon and Schuster, 1997.

National Research Council. *Education for Life and Work: Developing Transferable Knowledge and Skills in the 21st Century*. Washington, DC: The National Academies Press, 2012.

Neergaard, L. (2013) [http://www.salon.com/writer/by\\_lauran\\_neergaard/](http://www.salon.com/writer/by_lauran_neergaard/)

Pinnell, G. and Fountas, I. *The Continuum of Literacy Learning*. Portsmouth, NH: Heinemann, 2011.

Weikart, P. and Carlton, L. *85 Engaging Movement Activities, Learning on the Move, K-6 Series*. Stamford, CT: Wadsworth, 2002.



**SCHEDULE 7-3**

**STAFF RESPONSIBILITIES**



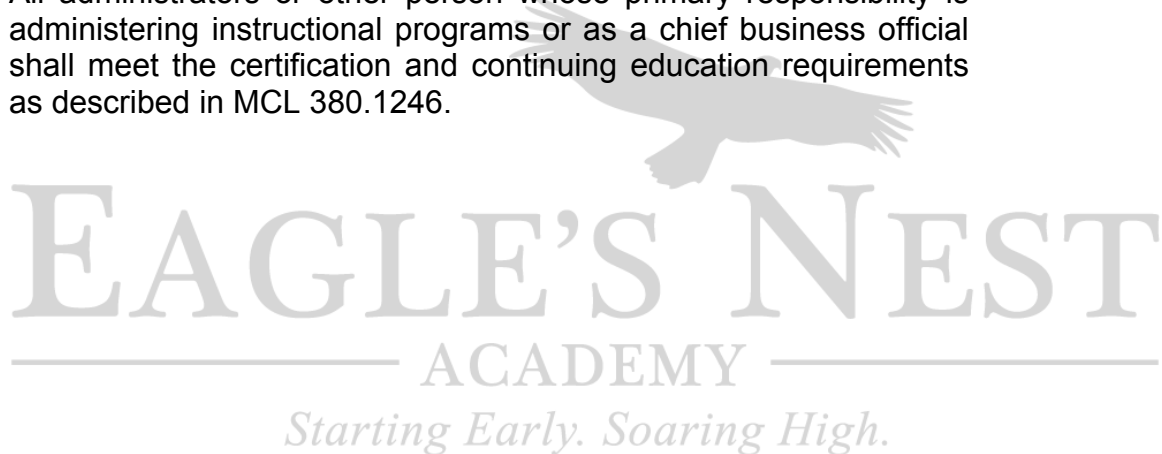


Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule. The Academy may use noncertified individuals to teach as follows:

(a) A classroom teacher in any grade a faculty member who is employed full-time by the state public university and who has been granted institutional tenure, or has been designated as being on tenure track, by the state public university, and

(b) In any other situation in which a school district is permitted under this act to use non-certificated teachers.

All administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246.







Administrator and Teacher Evaluation Systems. The Academy Board shall adopt and implement for all teachers and school administrators a rigorous, transparent, and fair performance evaluation system that complies with sections 1249 and 1250 of the Code. If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider adopts a performance evaluation system that complies with this section.

Performance Evaluation System Commencing with the 2013-2014 School Year. If the Academy Board adopts and implements for all teachers and school administrators a performance evaluation system that complies with section 1249(7) of the Code, then the Academy Board is not required to implement a performance evaluation system that complies with section 1249(2) and (3). If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider adopts a performance evaluation system that complies with this section.

Parent Notification of Ineffective Teacher Ratings. Beginning with the 2015-2016 school year and continuing on during the term of this Contract, if a pupil is assigned to be taught by a teacher who has been rated as ineffective on his or her 2 most recent annual year-end evaluations under section 1249, the Academy Board shall notify the pupil's parent or legal guardian that the pupil has been assigned to a teacher who has been rated as ineffective on the teacher's 2 most recent annual year-end evaluations. The notification shall be in writing and shall be delivered to the pupil's parent or legal guardian by U.S. mail not later than July 15<sup>th</sup> immediately preceding the beginning of the school year for which the pupil is assigned to the teacher, and shall identify the teacher who is the subject of the notification.

Teacher and Administrator Job Performance Criteria. The Academy Board shall implement and maintain a method of compensation for its teachers and school administrators that includes job performance and job accomplishments as a significant factor in determining compensation and additional compensation earned and paid in accordance with Applicable Law. The assessment of job performance shall incorporate a rigorous, transparent, and fair evaluation system that evaluates a teacher's or school administrator's performance at least in part based upon data on student growth as measured by assessments and other objective criteria. If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider complies with this section.





**Position:** School Leader/Principal

- Reports to the ENA Board

**Purpose:** To serve as the chief administrator of a school in developing and implementing policies, programs, curriculum activities, and budgets in a manner that promotes the educational development of each student and the professional development of each staff member.

**Job Description:**

- Supervises all school personnel, directly and indirectly
- Conceptualizes the broad goals of the school and plans accordingly to ensure that procedures and schedules are implemented to carry out the total school program.
- The school leader/ principal defines the responsibilities and accountability of staff members and develops plans for interpreting the school program to the community.
- Provides activities that facilitate the professional growth of the school staff and enhance the quality of the instructional program.
- Ensures that instructional objectives for a given subject and/or classroom are developed, and involves the faculty and others in the development of specific curricular objectives to meet the needs of the school program. The school leader/principal provides opportunities for staff participation in the school program.
- Evaluates student progress in the instructional program by means that include the maintaining of up-to-date student data. The principal supervises and appraises the performance of the school staff.
- Maintains inter-school system communication and seeks assistance from the Charter Board to improve performance. The school leader/principal maintains good relationships with students, staff, and parents. The school leader/principal complies with established lines of authority.
- Orients and assists new staff and new students and provides opportunities for their input in the school program.

Education: Bachelor's Degree/Masters Degree - State Elementary Certification  
Minimum 5 years experience in education





## **Michigan Administration/Principal Certification Requirements**

*Elementary or Secondary Endorsement:*

- Possession of at least a master's degree
- Completion of a [state-approved administrator preparation program](#), with at least 18 semester hours of graduate credit in K-12 school administration

*Central Office Endorsement:*

- Possession of at least a master's degree
- Completion of at least 21 semester hours of post-graduate credit in advanced studies in K-12 school administration

### **Alternative Certification for School Administrators**

You may qualify for an [alternative certification program for school administrators](#) if you meet the following requirements:

- Possession of a bachelor's degree and at least one of the following:
  - Three years of experience as a K-12 administrator
  - Three years of experience as a central office administrator
  - Three years of experience in management or leadership in other fields (if you are admitted under this option, you must complete a supervised internship)

Start Date: August 2015

Salary: TBD

Eagle's Nest Academy is An Equal Opportunity Employer. It is the policy of the Eagle's Nest Academy that no person shall, on the basis of sex, race, color, national origin, age or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in employment or any of its programs or activities.

**Interested qualified candidates should apply in writing by sending letter of interest, resume, copies of transcripts certificates, appropriate credentials and three letters of reference to:**

**Dr. Reginald G. Flynn  
1159 East Foss Avenue  
Flint, Michigan 48505**





**Position:** Elementary Teacher

**Reports to:** School Leader/Principal

**Purpose:** To serve as the instructional leader for the children assigned to a specific grade level. Working relationship with students, parents, school personnel and the school community.

**Job Description:**

- Participates in professional development workshops/programs.
- Maintain the status of a highly qualified teacher.
- Uses student data to develop instruction for students.
- Ensures the instructional objectives for a given subject and grade level are developed.
- Maintain accurate student records.
- Uses state standardized testing to ensure growth and learning.
- Knows and is familiar with the school curriculum, state curriculum and state standards.
- Maintains a professional attitude.
- Follows the school's policies and procedures.
- Maintain classroom management.
- Builder and supporter of a collaborative learning community.
- Grow professionally through further academic studies.
- Provide parents with regular feedback regarding their child's progress through verbal contact, written contact, progress reports, report cards, and parent/teacher conferences
- Model enthusiasm for learning
- Assist the School/Leader Principal in other duties as requested

**Qualifications**

- Bachelor's Degree and appropriate Teaching Certificate/Licensure
- Demonstrated ability to communicate and work effectively with parents
- Demonstrated ability to work effectively as a team member
- Must successfully complete criminal history and criminal background check
- At least two (2) years of successful teaching experience

**Start Date:** August 2015

**Salary:** TBD





Eagle's Nest Academy is An Equal Opportunity Employer. It is the policy of the Eagle's Nest Academy that no person shall, on the basis of sex, race, color, national origin, age or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in employment or any of its programs or activities.

**Interested qualified candidates should apply in writing by sending letter of interest, resume, copies of transcripts, certificates, appropriate credentials and three letters of reference to:**

**Dr. Reginald G. Flynn  
Eagle's Nest Academy  
1159 East Foss Avenue  
Flint, Michigan 48505**







**Position:** Special Education Teacher

**Reports to:** School Leader/Principal

**Purpose:** The Special Education Teacher at the school is a versatile individual who specializes in working with students with disabilities and their families to maximize their potential.

**Job Description:**

- Provide direct and indirect instruction
- Provide long and short term planning that addresses individual needs of students
- Evaluate students' progress
- Teach a multi-model approach
- Provide an inviting, exciting, innovative, learning environment
- Establish and maintain classroom management procedures
- Prepare written reports accurately and submit in a timely manner
- Effectively communicate with regular education teachers, parents and administrators to facilitate the IEPC procedure
- Effectively consult with parents, students, teachers and administration
- Provide professional liaison between school and home when necessary
- Remain current on rules set forth in special education laws
- Maintain privacy of student records and information

**Qualifications:**

- Michigan Elementary Teaching Certificate
- Michigan Special Education Certification
- Demonstrated ability to communicate and work effectively with parents
- Demonstrated ability to adapt to individuals specific needs
- Demonstrated ability to adapt to differences and changes in characteristics of students
- Demonstrated ability to utilize varied teaching methodologies to accommodate students' unique learning styles
- Builder and supporter of a collaborative learning community
- Demonstrated ability to work effectively as a team member
- Must successfully complete criminal history and criminal background check

**Start Date:** August 2015

**Salary:** TBD





Eagle's Nest Academy is An Equal Opportunity Employer. It is the policy of the Eagle's Nest Academy that no person shall, on the basis of sex, race, color, national origin, age or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in employment or any of its programs or activities.

**Interested qualified candidates should apply in writing by sending letter of interest, resume, copies of transcripts, certificates, appropriate credentials and three letters of reference to:**

**Dr. Reginald G. Flynn  
Eagle's Nest Academy  
1159 East Foss Avenue  
Flint, Michigan 48505**







**Position:** Behavioral Specialist

**Reports to:** School Leader/Principal

**Purpose:** Act as a resource to help teachers and the school leader/principal maintain an orderly school environment.

**Job Description:**

- Make connections with parents, students and teachers
- Help students to learn school rules and responsibilities
- Maintains a professional attitude
- Become familiar with the school curriculum
- Excellent interpersonal and communication skills
- Communicate with parent child's behavior problems
- Become familiar with the surrounding school area

**Qualification:**

- Associate Degree in the field of education
- Demonstrated ability to work effectively as a team member
- Demonstrated ability to communicate and work effectively with parents
- Demonstrated ability to adapt to individuals specific needs
- Must successfully complete criminal history and criminal background check

**Start Date:** August 2015 **Salary:** TBD.

Eagle's Nest Academy is An Equal Opportunity Employer. It is the policy of the Eagle's Nest Academy that no person shall, on the basis of sex, race, color, national origin, age or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in employment or any of its programs or activities.

**Interested qualified candidates should apply in writing by sending letter of interest, resume, copies of transcripts, certificates, appropriate credentials and three letters of reference to:**

**Dr. Reginald G. Flynn  
Eagle's Nest Academy  
1159 East Foss Avenue  
Flint, Mich. 48505**





**Position: Literacy Coach (Title I)**

**Reports to: School Leader/Principal**

**Purpose: To serve as the literacy leader for grades K – 4. Plan and help to conduct staff professional development training.**

Job Description:

- Assists in the development and establishing of the school goals and objectives and the planning of the schools instructional program.
- Assists staff with testing data and information.
- Knowledge of current educational practices based on learning theory, comprehensive understanding of learning styles and standards based instruction.
- Experience in a broad range of student programming. . . . Special Education, Title I, Gifted and Talented.
- Strong communication and organizational skills.
- Willingness to work with grades K – 4.
- Provide leadership in the implementation of new literacy programs.
- Keeping professionally competent, acts to upgrade own professional knowledge and skills.
- Builder and supporter of a collaborative learning community.
- Other related duties assigned by supervisor.

Qualifications:

- Five (5) years successful teaching experience
- Bachelors or Master's Degree with reading/literacy endorsement
- Certified by the State of Michigan
- Demonstrated ability to work effectively as a team member
- Must successfully complete criminal history and criminal background check

Start Date  
August 2015

Salary  
TBD





Eagle's Nest Academy is an Equal Opportunity Employer. It is the policy of the Eagle's Nest Academy that no person shall, on the basis of sex, race, color, national origin, age or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, in employment or any of its programs or activities.

**Interested qualified candidates should apply in writing by sending letter of interest, resume, copies of transcripts, certificates, appropriate credentials and three letters of reference to:**

**Dr. Reginald G. Flynn  
Eagle's Nest Academy  
1159 East Foss Avenue  
Flint, Michigan 48505**







# EAGLE'S NEST

ACADEMY

*Starting Early. Soaring High.*

**Position:** Elementary School Secretary

Reports to: School Leader/Principal

**Purpose:** The secretary will maintain the school office and provide assistance to students, parents and staff.

**Job Description:**

- Supports the school leader/principal for a smooth building transition.
- Records school absences, filing student forms, processing the daily attendance and lunch counts.
- Greeting visitors and answering the telephones
- Type correspondence, uses the copy machine, sort mail.
- Schedule school activities in accordance with the school leader/principal's direction.
- Handles the school's payroll.
- Computer skills – Uses Microsoft Word, Excel and various spreadsheets.
- Handles staff attendance – Schedules - Guest/substitute teachers.
- Orders supplies and keeps an inventory of supplies.
- Other related duties as assigned by supervisor.

**Qualifications:**

- Ability to word process and utilize a database accurately
- Demonstrated ability to communicate and work effectively with staff and parents
- Ability to adapt to constantly changing needs
- Demonstrated ability to adapt to differences and changes in characteristics of students, programs, leadership, staff, and community
- Must operate in accordance with the schools approach for establishing a positive learning environment.
- Must successfully complete criminal history and criminal background check

**Start Date:**

May 2015

**Salary:**

TBD





Eagle's Nest Academy is an Equal Opportunity Employer. It is the policy of the Eagle's Nest Academy that no person shall, on the basis of sex, race, color, national origin, age or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, in employment or any of its programs or activities.

**Interested qualified candidates should apply in writing by sending letter of interest, resume, copies of transcripts, certificates, appropriate credentials and three letters of reference to:**

**Dr. Reginald G. Flynn  
Eagle's Nest Academy  
1159 East Foss Avenue  
Flint, Michigan 48505**







**Position:** Parent Facilitator

**Reports to:** School Leader/Principal

**Purpose:** To act as a resource to parents helping them to make the home school and community connection.

**Job Description:**

- Become familiar with the surrounding school area
- Make connections w/parents, students, teachers and the community.
- Become familiar with the school curriculum
- Help parents to connect with Social Service Agencies
- Help parents to become familiar with the school, teachers and the grade level academics
- Be a liaison to help parents want to become involved with their child's academics.
- Maintain a professional attitude
- Excellent interpersonal and communication skills
- Provide parent training to help parents improve their skills

**Qualifications:**

- Associate Degree in the field of education
- Demonstrated ability to communicate and work with parents
- Working knowledge of Social Service Agencies
- Demonstrated ability to work effectively as a team member
- Must successfully complete criminal history and criminal background check

**Start Date:** June 2015

**Salary:** TBD





Eagle's Nest Academy is An Equal Opportunity Employer. It is the policy of the Eagle's Nest Academy that no person shall, on the basis of sex, race, color, national origin, age or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in employment or any of its programs or activities.

**Interested qualified candidates should apply in writing by sending letter of interest, resume, copies of transcripts certificates, appropriate credentials and three letters of reference to:**

**Dr. Reginald G. Flynn  
Eagle's Nest Academy  
1159 East Foss Avenue  
Flint, Mich. 48505**







**Position:** Food Service Coordinator

**Reports to:** School Leader/Principal

**Purpose:** To supervise and maintain the school food program according to the Michigan State School Lunch Program.

**Job Description:**

- Plans the lunch menu and schedule.
- Orders food for the school.
- Keep track and collect monies for the lunch program.
- Maintains the cleanliness of the lunchroom in accordance with the the city/state health dept.
- Prepares the food for breakfast/lunch program.
- Supervises the lunch aides/volunteers/lunch help.
- Maintains a clean appearance (self).
- Other duties as assigned by supervisor.

**Qualifications:**

- Able to work and communicate with students, staff and parents
- Able to plan nutritious meals using the food pyramid
- Demonstrates organization skills
- Responsible in completing tasks and problem solving
- Must operate in accordance with the schools approach for establishing a positive learning environment.
- Must successfully complete criminal history and criminal background check

Start Date: August 2015

Salary: TBD





Eagle's Nest Academy is An Equal Opportunity Employer. It is the policy of the Eagle's Nest Academy that no person shall, on the basis of sex, race, color, national origin, age or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in employment or any of its programs or activities.

**Interested qualified candidates should apply in writing by sending letter of interest, resume, copies of transcripts certificates, appropriate credentials and three letters of reference to:**

**Dr. Reginald G. Flynn  
1159 East Foss Avenue  
Flint, Michigan 48505**







**Position:** Food Service Aide

**Reports to:** Food Service Coordinator and School Leader/Principal

**Purpose:** To work with the building Food Service Coordinator in preparing and delivering wholesome meals to the students attending the school. Help to maintain a clean orderly lunchroom.

**Job Description:**

- Prepares the lunchroom for meals.
- Maintain the cleanliness of the lunchroom in accordance with the city/state health dept.
- Help to supervise the students during lunch/breakfast.
- Maintain a clean appearance.
- Help supervisor to order and make sure food supplies and inventory is kept up to date.
- Helps to plan the daily breakfast/lunch menu.
- Other related duties as assigned by supervisor.

**Qualifications:**

- Helps to plan the daily lunch menu
- Ability to communicate with students, staff and parents
- Ability to adapt to constantly changing needs
- Must operate in accordance with the schools approach for establishing a positive learning environment.
- Must operate in accordance with the schools approach for establishing a positive learning environment.
- Must successfully complete criminal history and criminal background check

**Start Date:** August 2015

**Salary:** TBD





Eagle's Nest Academy is An Equal Opportunity Employer. It is the policy of the Eagle's Nest Academy that no person shall, on the basis of sex, race, color, national origin, age or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in employment or any of its programs or activities.

Interested qualified candidates should apply in writing by sending letter of interest, resume, copies of transcripts, certificates, appropriate credentials and three letters of reference to:

Dr. Reginald G. Flynn  
Eagle's Nest Academy  
1159 East Foss Avenue  
Flint, Michigan 48505







Position: Custodian (Head Maintenance)

Reports to: School Leader/Principal

Purpose: Provides custodial care in a building and on the grounds as assigned by appropriate supervisor. To serve as the lead person in implementing and maintaining a clean environment for staff, students and parents.

Job Description:

- Maintains the cleanliness of the hallways and entire school.
- Cleans and maintains the entry and walkways.
- Repairs and assist staff when things are broken in the individual classrooms.
- Sweeps and mops the lunchroom after breakfast/lunch.
- Helps to maintain minor heating and plumbing.
- Clean the bathrooms.
- Assist staff when needed with other related duties.
- Maintains the school grounds. Applies ice control material to entrances of bldg.
- Shovels snow from steps & walkways.
- Other related duties as assigned by supervisor.

Qualifications:

- Uses different cleaning equipment
- Inventories cleaning supply
- Ability to work with staff and students
- Must operate in accordance with the schools approach for establishing a positive learning environment
- Must successfully complete criminal history and criminal background check

**Start Date:**  
August 2015

**Salary:**  
TBD





Eagle's Nest Academy is An Equal Opportunity Employer. It is the policy of the Eagle's Nest Academy that no person shall, on the basis of sex, race, color, national origin, age or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in employment or any of its programs or activities.

**Interested qualified candidates should apply in writing by sending letter of interest, resume, copies of transcripts, certificates, appropriate credentials and three letters of reference to:**

Dr. Reginald G. Flynn  
Eagle's Nest Academy  
1159 E. Foss Avenue  
Flint, Michigan 48505





**SCHEDULE 7-4**

**METHODS OF ACCOUNTABILITY AND PUPIL ASSESSMENT**



#### SCHEDULE 7-4

Grand Valley State University shall evaluate the success of the Academy by considering multiple areas of performance. A Comprehensive Performance Review (CPR) system will be established by Grand Valley State University Charter Schools Office and shall include, but not be limited to, the performance of the Academy in the areas of student performance, board governance, organizational performance, compliance reporting, facility conditions, fiscal strength and reporting and other pertinent performance data, as required by federal and state law, the authorizing contract, or desired by the authorizer for review.

Included in the Comprehensive Performance Review shall be the requirements of Article VI Section 6.5 of the authorizing agreement, which states:

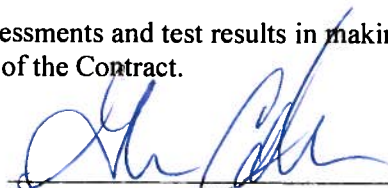
Section 6.5. Methods of Accountability. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the Michigan Education Assessment Program (MEAP) test or the Michigan Merit Examination (MME) designated under the Code. The Academy shall provide the University Charter Schools Office with copies of reports, assessments and test results concerning the following:

- a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the University Charter Schools Office;
- b) an assessment of the Academy's student performance at the end of each academic school year or at such other times as the University Board may reasonably request;
- c) an annual education report in accordance with the Code;
- d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration, or a program of testing approved by the University Charter Schools Office Director; and
- e) all tests required under Applicable Law.

The University Board may use such reports, assessments and test results in making its decision to revoke, terminate, or not issue a new contract at the end of the Contract.

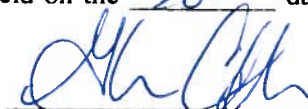
Date:

3/20/14

  
Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the Eagle's Nest Board of Directors at a properly noticed open meeting held on the 20<sup>th</sup> day of March, 2014, at which a quorum was present.

  
Board Secretary



**SCHEDULE 7-5**

**ACADEMY'S ADMISSION POLICIES AND CRITERIA**





## **Eagle's Nest Academy Admissions and Enrollment Policy**

Admission to Eagle's Nest Academy (ENA) shall be open to all age-appropriate children (age 5 through age 9) for grade levels offered in accordance with the Academy's charter contract (K-4<sup>th</sup> grade) without charge for tuition and without discrimination on the basis of intellectual or athletic abilities, measures of achievement or aptitude, disability, status as a handicapped person, homeless status, English proficiency, religion, creed, race, sex, color, national origin or any other basis that would be illegal for an existing school district. Admission shall comply with all applicable federal and state laws. Admission shall be open to Michigan residents.

The Academy will remove barriers to the enrollment and retention in school of children and youth experiencing homelessness by developing and implementing practices and procedures consistent with the McKinney-Vento Homeless Education Assistance Act and applicable state law. The school will ensure that all identified homeless children and unaccompanied youth receive a free and appropriate education and are given meaningful opportunities to succeed in the school.

It is the policy of the ENA Board that its educational service provider develop and implement practices and procedures that control the admission and enrollment of students, including public notice, lottery and random selection drawing to be used when the number of applicants exceed the number of available spaces for grades offered. Detailed application, lottery and admission practices and procedures shall be available to parents and the general public at the school office. The Board will annually approve offered seats and maximum class size of the Academy.

Potential students who submitted an application during the Open Enrollment Period will be added to a list in the order of which they applied. Demographics will include the student's name, birth date, and grade level to which the student is applying. In addition, information related to the student's place of residence as well as any siblings seeking admittance will also be sought.

A lottery will be implemented to select random students whom have already applied. In addition, the lottery process will be facilitated by an individual with no interest in the process. Once the desired enrollment has been met for the under populated classes, over populated grades will be randomly selected. Upon establishing the grade order, randomly selected students will be assigned to a class if available. Upon the event that there are no available seats, the prospective student will be placed on a waiting list. Students who are accepted that have siblings also vying for admission, will not be granted preference for admission. The siblings will have to undergo the same process with sibling preference taken under consideration. Prospective students on the waiting list





with siblings, who are also applying, will not have their siblings automatically accepted in the event the student is accepted for admittance.

A random selection of students will occur until all names have been exhausted. Once a grade is full, the remaining prospective students will be placed on the waiting list in order of application. Students applying during the Open Enrollment Period will be added to the end of the waiting list for the appropriate grade in the order in which they were received.

Once a seat becomes available in a particular grade the seat will be filled by the first student on the waiting list for that particular grade. In the event that there is no waiting list for that particular grade, yet one for another grade, the school may (under the advisement of ENA Board approved protocols) fill the available seat using the first student on the waiting list in a different grade.

#### Priority Groups:

Group 1: Returning students (automatic enrollment upon completion of re-enrollment application)

Group 2: Siblings of returning students

Group 3: Siblings of students selected in random selection process (if applicable)

Group 4: Children of staff, employees, and board members

Group 5: All remaining applicants

#### **Appeals**

Any parent or guardian who disagrees with the random selection process can appeal by doing such in writing to the school's board of directors sent to the school's address. Once the parent's written appeal has been received, a representative of the board of directors will contact the parent to discuss the nature of the concern or objection. Final decisions will be made by the board of directors or its designee.



**SCHEDULE 7-6**

**SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE**





## **Proposed Year Round Calendar 2015 School Calendar**

---

**School Starts, September 8 – October 23 (7 Weeks)**

**School Break, October 26 – October 30**

**School Resumes, November 2 – November 24 (Break for Thanksgiving).**

**School Resumes, November 30 – December 18**

**Winter Holiday Break, December 21 – January 1**

**School Resumes, January 4 - February 12**

**Mid-winter Break, February 15 – February 19**

**School Resumes February 22 – March 25**

**Spring Break, March 28 – April 1**

**School Resumes, April 4 –May 27.**

**School Break, May 30 – June 10**

**School Resumes, June 13 – June 30**

**School Break, July 1 – July 5**

**School Resumes, July 6 – July 29.**

**School Break, August 1 – September 2**

---

### **New School year starts September 5, 2016**

- The first year we would have to start after Labor Day (as would every new school year). In year round school, we have about the same amount of days or more with breaks spread out without a long summer break. This scenario has 203 days of instruction.
- Please read the following articles about Year-Round Schooling: *Research Spotlight On Year-Round Education and Year-Round Schooling: How It Affects Students*



Each day follows a consistent schedule, which is carefully planned to include individual, small group, and large-group experiences and a balance of teacher-planned and child-planned activity. Each day includes a plan-do-review time, lasting one hour or more, in which children plan, carry out, and then reflect upon an activity of their own choosing. Teachers, based upon specific content in the major subject areas, plan small-group instructional workshops. The classroom is divided into five or more distinct “interest” areas, such as reading and writing, math, science, art, and computers. In each area, a wide range of appealing materials are stored in consistent, accessible locations so children can get out the materials they want and put them away independently. Children are free to use any of the interest areas during plan-do-review time, and typically rotate through specific areas — such as reading and writing, art, and computers — during teacher-planned workshop times.

## DAILY SCHEDULE

Students will arrive between 8:00 and 8:30 with breakfast provided for qualifying students. Dismissal will occur at 3:30 pm. The daily pattern of classroom activities will be as follows:

A Typical HighScope Daily Schedule	
8:30-8:50	Morning Meeting
8:50-10:00	English Language Arts (mini-lesson, pair/group work, individual work, teacher-student conferring)
10:00-10:25	Recess/Gym/Bathroom
10:25-11:30	English Language Arts and/or project work (integrated content)
11:30-12:00	Arts (music, art, drama)
12:00-12:20	Lunch
12:20-12:45	Recess/Bathroom
12:45-1:00	Read Aloud
1:00-2:15	Math and/or Integrated Content (science/social studies/ELA)
2:15-3:15	Plan-Do-Review
3:15-3:30	Good-Bye Meeting



**SCHEDULE 7-7**

**AGE/GRADE RANGE OF PUPILS ENROLLED**



## **STUDENT POPULATION/AGES**

Eagle's Nest Academy will educate K-6 (ages 5-12) children at full capacity. In years one, Eagle's Nest will initially enroll students in grades K-4 (ages 5-10). The projected enrollment in year one will be one hundred forty (140) students. Kindergarten and grade one will have two sections and two teachers at Max enrollment. In years two and three, Eagle's Nest plans to add grade 5 followed by grade 6 in years 4 and 5. The current facility will accommodate projected plans for future growth in student enrollment during years one through five.



**SCHEDULE 7-8**

**ADDRESS AND DESCRIPTION OF PROPOSED PHYSICAL PLANT; LEASE  
OR DEED FOR PROPOSED SITE; OCCUPANCY CERTIFICATE**



# Eagle's Nest Academy

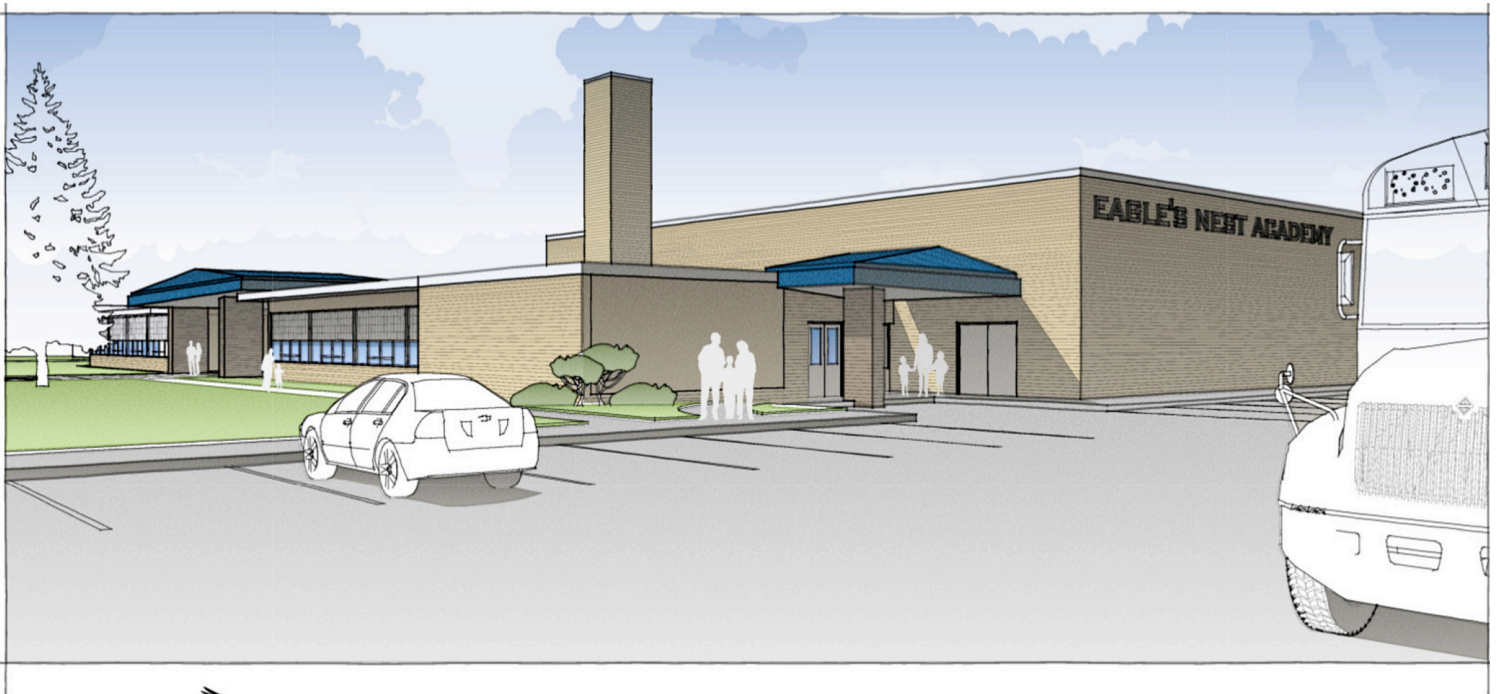
## 5005 Cloverlawn Dr., Flint, MI - Facility Overview

<b>Address:</b>	5005 Cloverlawn
<b>Year Constructed:</b>	1956
<b>Architect/Engineer:</b>	Eberle M. Smith & Associates; Detroit,
<b>Site Area:</b>	7.17 Acres
<b>Site Description:</b>	Lawn around building, few trees & bushes, enclosed courtyard @5,400 SF; ball-field with lights, playground with substantial play structure
<b>Parking:</b>	Paved lots for approximately 60 cars- lighted
<b>Building Area:</b>	33,295 SF
<b>Building Data:</b> <b>overall:</b> steel frame, steel joists, CMU walls, concrete slab floors, metal deck and hollow metal doors <b>exterior:</b> brick veneer, aluminum single pane windows, glass block, overhangs <b>roof:</b> 1987 replacement, 2-layer foam roof with silicone topping	7 classrooms @ +/- 785 SF each (31'-11"x24'-7") 1 multi-purpose (past library) @ +/- 2350 SF 1 auditorium w/225 fixed seats, stage & lighting 1 gymnasium 58'-4"x 90'-5"= 5,274 SF 1 community room (currently McCree office) @876 SF
<b>Zoning:</b>	Single Family Residential
<b>Hot Water Heating:</b>	Sellers Fire Tube, 30# pressure, gas fired boiler (1956) original 100 gallon Bradford-White Water Heater Electric Service: 250v, 1,200 Amp Honeywell Pneumatic Controls- original 1956 (2) Trane Airhandler Units serve Aud & Gym Fire alarm tied directly to C.F.F.D.
<b>Hazardous Materials:</b>	All Asbestos removed from boiler jacket, piping, etc. From visual inspection ceiling tile, floor tile and auditorium ceiling could all be asbestos based



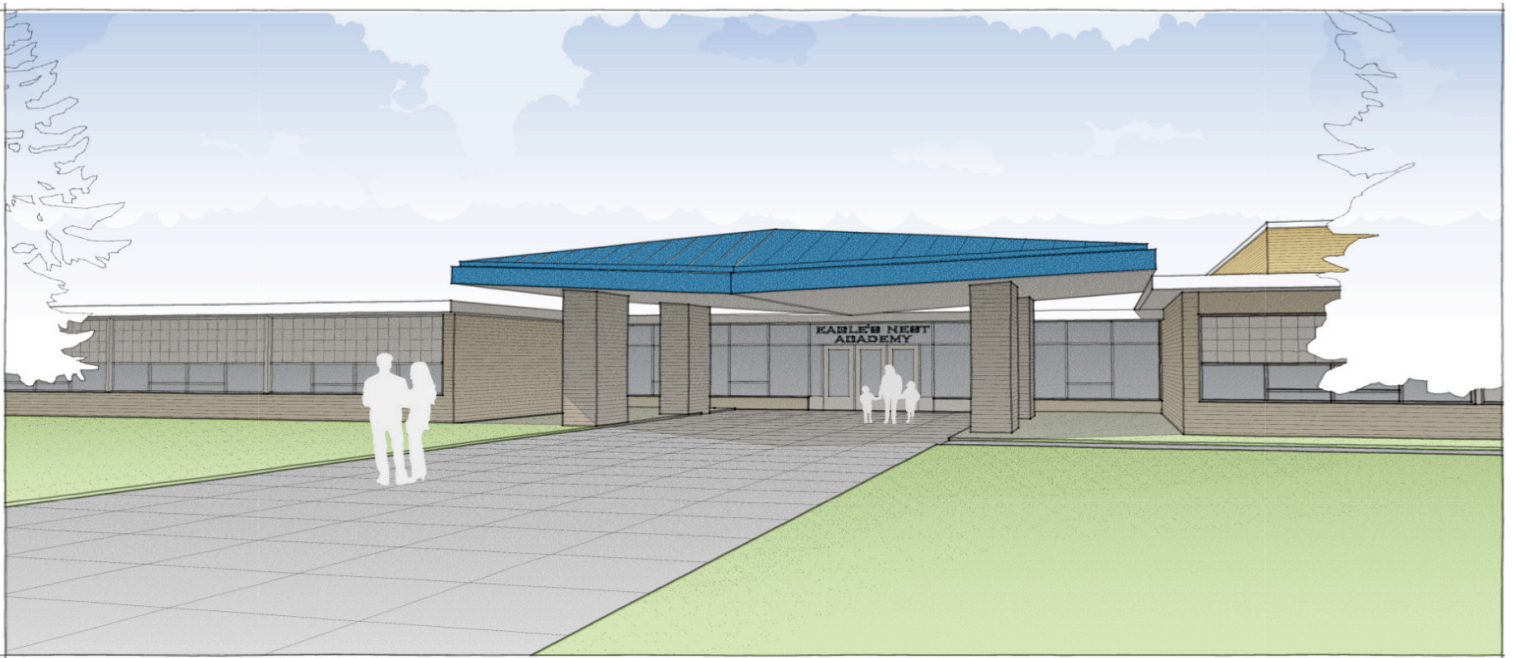


## EAGLE'S NEST ACADEMY PRELIMINARY RENDERINGS



  
**EAGLE'S NEST**  
ACADEMY  
*Starting Early. Soaring High.*

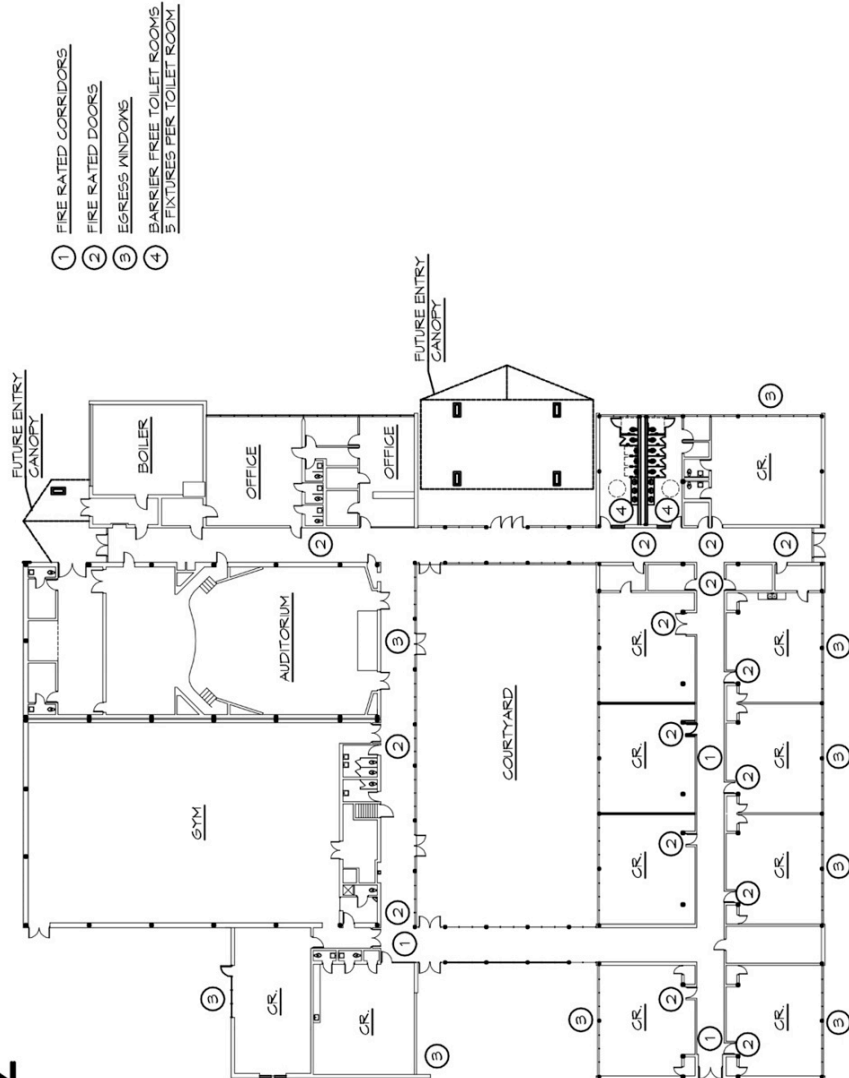
**H2A**  
architects  
9100 Lippert Rd. Suite B  
Dorham, ME 04423  
(603) 421-5640



**FLOOR PLAN**



Proposed Modifications to:  
**Eagle's Nest Academy**  
 For North Flint Reinvestments



- ① FIRE RATED CORRIDORS
- ② FIRE RATED DOORS
- ③ EGRESS WINDOWS
- ④ BARRIER FREE TOILET ROOMS  
5 FIXTURES PER TOILET ROOM



**Floor Plan**

February 2014

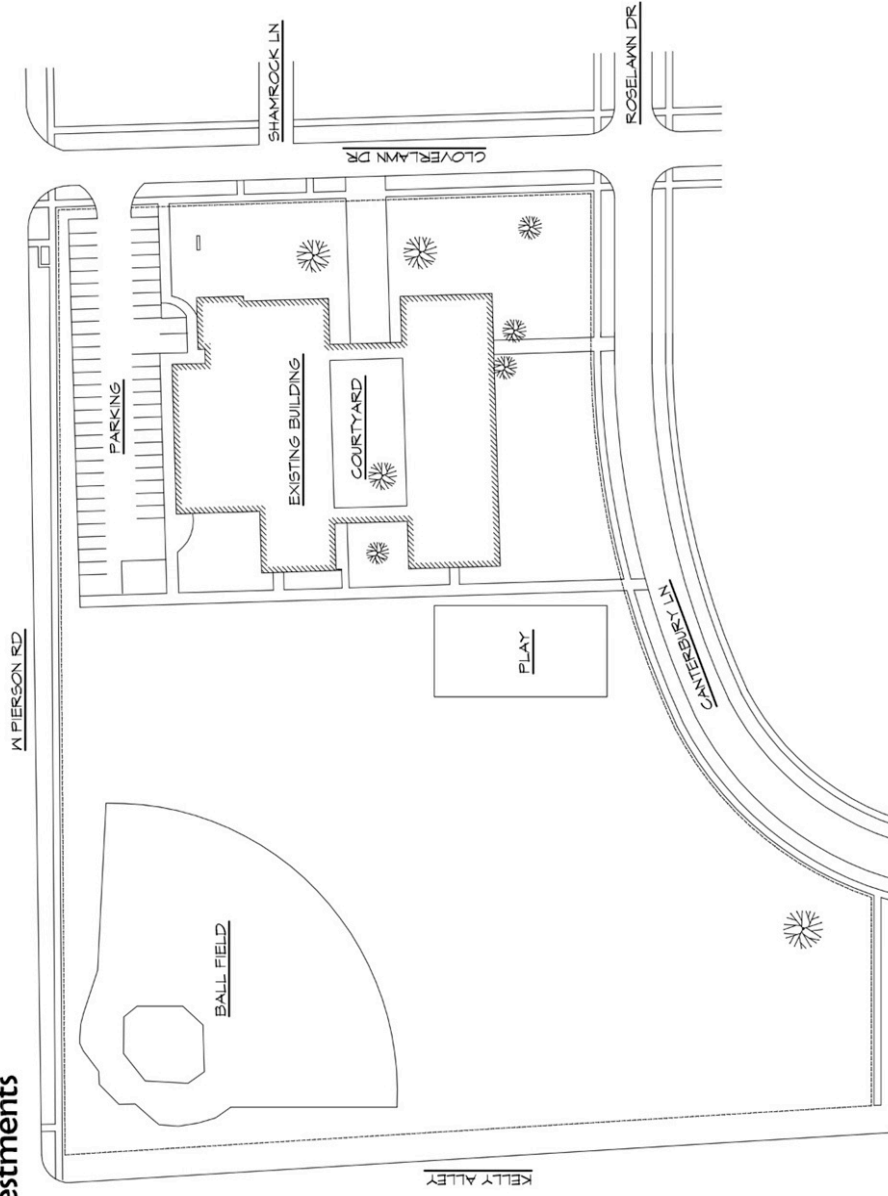


H2A Architects, Inc. 9100 Lapeer Rd. Suite B Davison, MI 4823 (616) 412-5640



Proposed Modifications to:  
**Eagle's Nest Academy**  
 For North Flint Reinvestments

**SITE PLAN**



**Site Plan**

February 2014

H2A Architects, Inc. 9100 Lapeer Rd. Suite B Davison, MI 48223 (810) 412-5640





# *EAGLE'S NEST ACADEMY*

May 12, 2014

Grand Valley State University  
Charter Schools Office  
201 Front Avenue SW, Suite 310  
Grand Rapids, MI 49504  
Attn: Timothy Wood, Ph.D., Director, Charter Schools Office

Dear Dr. Wood:

The purpose of this correspondence is to inform GVSU Charter Schools Office of an address change for Eagle's Nest Academy.

In 2015, the school will be located at 5005 Cloverlawn Drive, Flint, MI 48504. If any additional information pertaining to the school's location is required, please contact us at 810.965.1514.

Sincerely,

Reginald Flynn, D.Min., President/CEO  
North Flint Reinvestment Corporation  
*Education Service Provider*

5005 Cloverlawn Drive  
Flint, MI 48504





May 14, 2014

North Flint Reinvestment Corporation  
Reginald Flynn, D. Min., President/CEO  
5005 Cloverlawn Drive  
Flint, MI 48504

Dear Mr. Flynn,

Thank you for your letter requesting an address change for Eagle's Nest Academy. We will update our records to reflect the following:

Eagle's Nest Academy  
5005 Cloverlawn Drive  
Flint, MI 48504

Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Timothy H. Wood'.

Timothy H. Wood, Ph.D.  
Special Assistant to the President for Charter Schools  
Grand Valley State University

cc: Glenn Cotton, Board President



## NORTH FLINT REINVESTMENT CORPORATION & EAGLE'S NEST ACADEMY

### BUILDING LEASE AGREEMENT

This lease is entered into effective as of the 1<sup>st</sup> day of June, 2015 and is between Eagle's Nest Academy, a Michigan body corporate and public school academy ("Tenant") and North Flint Reinvestment Corporation, a Michigan non-profit corporation ("Landlord").

1. **Lease:** Landlord, in consideration for the rent to be paid and the undertakings to be performed by Tenant, leases to Tenant 33,000 square feet of the property commonly known as 5005 Cloverlawn, Flint, MI 48504. The specific area of the building to be subject to this lease shall be on a floor plan of the building.
2. **Rent:** The basic annual and monthly rent during the term of this lease shall be no more than 15% of the Academy's per pupil state aid payments.
3. **Term: Option to Extend:** The term of this lease shall be from June 1, 2015 through May 31, 2020. The Tenant shall have an option to extend the lease for one additional five-year term, from June 1, 2020 through May 31, 2025. Tenant may exercise this option within the final 120 days of the lease term, if the tenant is then not in default under the lease. The terms and conditions of the option term shall be the same as the initial term of the lease except that the rent shall be increased by the same percentage as the state school aid per pupil, under the Michigan State School Aid Act, increases from the 2015-2016 school year to the 2020-20201 school year.
4. **Hire:** Tenant hires the premises for the term of this lease and agrees to pay the basic monthly rent, in advance, on the first day of each month during the term, and to perform the undertakings set forth in this lease. Rental and all other charges shall promptly be paid without prior demand and without deductions or set-offs for any reason. Landlord shall have no obligation to accept less than the full amount of all installments of rental and all charges which are due and owing by Tenant and Landlord, and if Landlord shall accept less than the full amount owing, Landlord may apply the sums received toward any of Tenant's obligations in Landlord's discretion.
5. **Use:** Tenant may use and occupy the premises for any lawful purpose. Tenant, its employees and invitees, shall comply with laws, ordinances and regulations of all public authorities relating to the premises and the use and occupancy of the premises.
6. **Acceptance of Premises:** The premises are delivered by Landlord to Tenant in "as is" condition. Tenant has examined the premises prior to the execution of this lease and accepts the premises in the condition at the execution of this lease. Landlord shall have no obligation to make any repairs or to remodel the premises. Tenant acknowledges that no representations have been made by Landlord as to the condition of the premises.



7. **Utilities and Services:** Tenant shall furnish to the premises heat and air conditioning, electricity, water, and all other utilities.
8. **Repair and Maintenance:** Tenant shall be responsible for the repair and maintenance of the leased premises and of the building of which the premises is a part, including the heating and ventilating equipment. Landlord shall have no obligation to repair or maintain the premises. Tenant will, at its own expense during the term of this lease, keep the leased premises in good repair. Upon termination of this lease, whether by expiration of the term or otherwise, Tenant shall yield and deliver up the premises in like condition as when taken, reasonable wear and tear expected.
9. **Alterations:** Tenant shall not make any alterations to the premises without Landlord's prior written consent, and then only by contractors approved in writing in advance by, and working under the direct supervision of, Landlord. All alterations and additions made by either Landlord or Tenant shall be the property of the Landlord and shall remain upon the premises at the termination of this lease, except that Tenant may remove all movable office furniture and fixtures installed by Tenant, and Tenant shall remove such other alterations and additions installed by Tenant as Landlord may direct. Tenant shall, at Tenant's expense, repair any damage to the premises caused by the installation or removal of such furniture, fixtures, alterations or additions so removed. In the event Tenant performs any repairs or alterations at the premises, Tenant will keep the premises free of construction liens of any sort and will hold Landlord harmless from any liens which may be placed on the premises.
10. **Taxes:** Tenant shall pay all real estate taxes assessed with respect to the building and land of which the leased premises are a part, which become due during the term of this lease. For purpose of this paragraph, "real estate taxes" shall include any tax, including without limitation, any general real estate taxes, special assessments or excise tax on rents or other income from property, other than general income taxes, intangibles taxes or a Single Business Tax
11. **Insurance:**
  - a. Tenant shall indemnify Landlord from all liability for damages to person or property in, on or from the leased premises from any cause whatsoever. Tenant shall procure and keep in effect public liability and property damage insurance (including contractual liability) for the benefit of Landlord in such amounts and with such carriers as Landlord may reasonably require from time to time, and shall deliver such policies or certificates to Landlord.
  - b. Tenant shall procure and keep in effect all-risk hazard insurance, insuring the leased premises for the benefit of Landlord in such amounts and with such carriers and Landlord may reasonably require from time to time, and shall deliver such policies or certificates to Landlord.
  - c. Tenant shall be responsible for carrying its own insurance against fire, vandalism and other covered perils for all additions, improvements and alterations to the premises and for all office furniture, trade fixtures, office equipment, merchandise and all other items of Tenant's property on the premises.



12. **Net/Net/Net Lease:** This lease is in all respects a net/net/net lease, and Tenant shall be responsible for payment of all costs and expenses, of any kind or nature, associated with the leased premises.
13. **Assignment and Subletting:** Tenant may not assign this lease, or any interest in the lease, or sublet the premises, or any part of the premises, without the prior written consent of Landlord. In the event of any assignment or subletting, Tenant shall remain liable for all of its obligations under this lease.
14. **Mortgage:** This lease, and the interest of Tenant in the premises, is, at the election of Landlord or of the holder of any first mortgage now or hereafter placed upon the premises, either senior or subordinate to the lien of such mortgage. Tenant agrees to execute any documents requested by Landlord or such mortgagee to confirm any such subordination. Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale over any mortgage relating to the land or building, of which the leased premises is a part, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this lease. Notwithstanding such subordination, the Tenant's possession of the premises shall not be disturbed by a mortgagee or holder of a note secured by a mortgage now or later placed on the premises unless the Tenant defaults on a provision of the lease and the Tenant's possession is lawfully terminated in accordance with the provisions of the lease.
15. **Access:** Landlord shall have the right to enter upon the premises at any time for the making of inspections, repairs or alterations as Landlord may deem necessary, and for any purpose related to the safety, protection, operation or improvement of the building. Landlord shall have the right to exhibit the premises to others at all reasonable times commencing one hundred twenty (120) days prior to the expiration of the term of the lease.
16. **Fire:** The rent shall not abate in the event that the premises or any portion of the premises shall be damaged or destroyed by fire or other casualty, so as to render the same untenable. Landlord shall have no obligation to repair or restore the premises. If Landlord elects to commence repair and restoration, Landlord shall, with reasonable dispatch, repair and restore the premises to a tenantable condition similar to the condition prior to such damage or destruction. Landlord shall have no other or future liability to Tenant by reason of any such damage or destruction or such repairs or restoration.
17. **Waiver of Subrogation:** Each party does remise, release and discharge the other party, and any officer, agent, employee, or representative of such party, of and from any liability whatsoever hereafter arising from loss, damage or injury caused by fire or other casualty for which insurance (permitting waiver of liability and continuing waiver of subrogation) is carried by the injured party at the time of such loss, damage or injury to the extent of any recovery by the insured party under such insurance.
18. **Eminent Domain:** If any portion of the building or land of which the premises are a part of the use and occupancy thereof shall be taken under the power of eminent domain, Landlord may, at



Landlord's option, at any time after the entry of the verdict or order for such taking, terminate this lease by not less than thirty (30) days notice in writing to Tenant. All damages and compensation awarded for any taking under the power eminent domain shall belong to and be the property of Landlord whether such damages or compensation be awarded for the leasehold or the fee or other interest of Landlord or Tenant in the premises, provided, however, that Landlord shall not be entitled to the award made for Tenant's loss of business or removal of Tenant's property. If all the building and land of which the premises are a part shall be taken under the power of eminent domain, then the term of this lease shall cease as of the day actual possession shall be taken by such power and the rent shall be paid up to that day with a pro rata refund by Landlord or any prepaid rent.

19. **Holding Over:** In the event Tenant holds over after the expiration of the term of this lease with the consent of Landlord, the tenancy shall thereafter be from month to month on the same terms and conditions as are set forth in this lease or as reasonably modified by Landlord by notice to Tenant.
20. **Delinquency:** If Tenant shall fail to pay or perform any obligation of Tenant hereunder, Landlord may, at Landlord's option, pay or perform the same, in which event the amount expended by Landlord therefore shall be additional rent due and payable by Tenant.
21. **Bankruptcy:** If the tenancy shall be taken in execution or by other process of law, or if Tenant shall be declared bankrupt or insolvent, or the receiver shall be appointed for Tenant or Tenant's property, or if any assignment shall be made of Tenant's property for the benefit of creditors, Landlord, may at its option, terminate this lease, and if Tenant as debtor, or its trustee, elects to assume or assign this lease, in addition to curing or adequately assuring the cure of all defaults existing under this lease on Tenant's part on the date of filing of the proceedings (such assurances being defined below). Adequate assurance of curing defaults means the posting with Landlord of a sum of cash sufficient to defray the cost of such cure. In a reorganization under Chapter 11 of the Bankruptcy Code, the debtor, or trustee, must assume this lease or assign it within ninety (90) days from the filing of the proceedings or he shall be deemed to have rejected and terminated this lease.
22. **Default:**
  - a. In the event Tenant shall fail to pay the rent or any other obligation involving the payment of money reserved herein when due, Landlord shall give Tenant written notice of such default and if Tenant shall fail to cure such default within ten (10) days after receipt of such notice, Landlord shall, in addition to its other remedies provided by law, and in this lease, have the remedies set forth in subparagraph below.
  - b. If Tenant shall be in default in performing any of the terms of this lease other than the payment of rent or any other obligation involving the payment of money, Landlord shall give Tenant written notice of such default, and if Tenant shall fail to cure such default within thirty (30) days after the receipt of such notice, or if the default is of such a character as to require more than thirty (30) days to cure, then if Tenant shall fail within such thirty (30) day period to commence and thereafter proceed diligently to cure such default then and in



either such events, Landlord may (at its option and in addition to its other legal remedies) cure such default for the account of Tenant and any amounts so expended by Landlord shall be additional rent for all purposes hereunder, including subparagraph (a) above and shall be paid by Tenant with the next monthly installment of rent.

- c. In the event of a default by Tenant under this lease, Landlord shall, in addition to its other legal remedies, have the immediate right of re-entry. Should Landlord elect to re-enter and take possession pursuant to legal proceedings or any notice provided for by law, Landlord may either terminate this lease, or from time to time without terminating this lease, relet the premises or any part thereof on such terms and conditions as Landlord shall in its reasonable discretion deem advisable. The proceeds of such reletting shall be applied; first, to the payment of any indebtedness of Tenant to Landlord other than rent due hereunder; second, to the payment of any reasonable costs of such reletting, including the cost of any reasonable alterations and repairs to the premises; third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. Should the proceeds of such reletting during any month be less than the monthly rent reserved hereunder, then Tenant shall during each such month pay such deficiency to the Landlord. In addition to the other remedies provided for herein if Tenant is in default under this paragraph. Landlord may, but need not, send Tenant a notice of such default without exercising the right of immediate re-entry and without waiving its right to immediate re-entry or possession of the premises at any subsequent time at which time the Tenant shall remain in default under the terms of this paragraph, including a lapse of one or more days after any such notice is sent. Tenant shall have no right to cure a default after Landlord shall have taken possession of the premises and relet the premises or any part thereof as described herein.

- d. All rights and remedies of Landlord hereunder shall be cumulative and none shall be exclusive of any other rights and remedies allowed by law.

23. **Security Deposit:** The parties acknowledge that no security deposit has been paid, or is required, under this lease.

24. **Notices:** Whenever under this lease a provision is made for notice of any kind it shall be deemed sufficient notice and service thereof if such notice to Tenant is in writing addressed to Tenant at his last known post office address, or at the premises, and deposited in the mail, certified or registered mail, with postage prepaid, and if such notice to Landlord is in writing addressed to the last known post office address Landlord and deposited in the mail, certified, or registered mail, with postage paid.

25. **Modification:** No modification of this lease shall be binding upon the parties unless agreed to by both parties in writing.

26. **Waiver:** One or more waivers of the breach of any covenant or condition by the Landlord shall not be construed as a waiver of the future breach of the same covenant or condition.

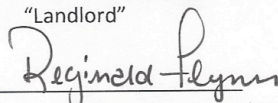


27. **Place of Payment. Late Payments:** All payments of rent or other sums to be made to Landlord shall be made at such place as Landlord shall designate in writing from time-to-time. Payment by check shall not be deemed as payment under this lease unless such check is honored by the bank on which it is drawn when presented for payment. If any payment called for under this lease is not paid within ten (10) days of its due date, then Tenant shall pay as additional rent on such amounts, interest on the amount of the delinquent installment at the rate of ten (10%) percent per year from the due date of the payment until payment is made.
28. **Quiet Enjoyment:** Landlord covenants and agrees to and with Tenant that at all times when Tenant is not in substantial default under the terms of and during this lease, Tenants' quiet and peaceable enjoyment of the leased premises shall not be disturbed or interfered with by Landlord or any person claiming by, through or under Landlord.
29. **Memorandum of Lease:** Tenant may record a Memorandum of lease. Tenant shall not record this lease without the written consent of Landlord.
30. **Damage:** Landlord shall have no liability for any loss or damage that may be occasioned by or through the acts or omissions of others. Tenant shall be responsible for any damage to the premises caused by the negligent or intentional acts of Tenant and Tenant's students, employees and invitees.
31. **Tenant's Oversight Responsibility:** Tenant's compliance with this lease, and the Tenants' oversight of the Landlord's compliance with this lease, shall be the responsibility of the Tenant's board of directors or its appointed agent, which, in the case of an appointed agent, shall be a person who is not a trustee or Landlord or otherwise employed by or affiliated with a trustee of Landlord.
32. **Miscellaneous:** This lease shall inure to the benefit of and shall be binding upon, the successors and assigns of Landlord and Tenant. In the event Landlord shall convey the leased premises to any other person, Landlord may assign this lease to the grantee. The rights and remedies provided herein shall be cumulative and shall not be exclusive of any other rights and remedies of any right or remedies provided by law.
33. **Option to Purchase:** At any time after the third anniversary of this lease, the Tenant shall have the right to purchase the premises at a price agreed to by the Landlord and Tenant.

North Flint Reinvestment Corp.

"Landlord"

By:

  
Dr. Reginald Flynn, President/CEO  
North Flint Reinvestment Corporation

Date:

5/28/14

Eagle's Nest Academy

"Tenant"

By:

  
Mr. Glenn Cotton, Esq., President  
Eagle's Nest Academy Board of Directors

Date:

5/21/14